

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT



APPLICATION FOR PERMIT TO DRILL						1. WELL NAME and NUMBER Winn 5-14-3-1E				
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>						3. FIELD OR WILDCAT UNDESIGNATED				
4. TYPE OF WELL Oil Well Coalbed Methane Well: NO						5. UNIT or COMMUNITIZATION AGREEMENT NAME				
6. NAME OF OPERATOR CRESCENT POINT ENERGY U.S. CORP						7. OPERATOR PHONE 720 880-3621				
8. ADDRESS OF OPERATOR 555 17th Street, Suite 750, Denver, CO, 80202						9. OPERATOR E-MAIL abaldwin@crecidentpointenergy.com				
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) Fee			11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>			12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>				
13. NAME OF SURFACE OWNER (if box 12 = 'fee') Richard Winn						14. SURFACE OWNER PHONE (if box 12 = 'fee') 435-545-2581				
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee') PO Box 249, Ft. Duchesne, UT 84026						16. SURFACE OWNER E-MAIL (if box 12 = 'fee')				
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')			18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>			19. SLANT VERTICAL <input type="checkbox"/> DIRECTIONAL <input checked="" type="checkbox"/> HORIZONTAL <input type="checkbox"/>				
20. LOCATION OF WELL		FOOTAGES		QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN		
LOCATION AT SURFACE		2211 FSL 1155 FWL		NWSW	14	3.0 S	1.0 E	U		
Top of Uppermost Producing Zone		1987 FNL 663 FWL		SWNW	14	3.0 S	1.0 E	U		
At Total Depth		1987 FNL 663 FWL		SWNW	14	3.0 S	1.0 E	U		
21. COUNTY UINTAH			22. DISTANCE TO NEAREST LEASE LINE (Feet) 611			23. NUMBER OF ACRES IN DRILLING UNIT 40				
			25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completion) 920			26. PROPOSED DEPTH MD: 9390 TVD: 9216				
27. ELEVATION - GROUND LEVEL 4841			28. BOND NUMBER LPM9080271			29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE 43-12534				
Hole, Casing, and Cement Information										
String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement	Sacks	Yield	Weight
COND	24	16	0 - 40	65.0	H-40 ST&C	8.3	No Used	0	0.0	0.0
SURF	12.25	8.625	0 - 1000	24.0	J-55 ST&C	8.3	Class G	630	1.15	15.8
PROD	7.875	5.3	0 - 9390	17.0	N-80 LT&C	10.0	Light (Hibond)	425	2.35	11.5
							Class G	530	1.76	13.1
ATTACHMENTS										
VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES										
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER					<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN					
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)					<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER					
<input checked="" type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)					<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP					
NAME Kristen Johnson			TITLE Regulatory Technician			PHONE 303 308-6270				
SIGNATURE			DATE 07/23/2015			EMAIL kjohnson@crecidentpointenergy.com				
API NUMBER ASSIGNED 43047554420000					APPROVAL					

Received: August 20, 2015

Crescent Point Energy U.S. Corp

Winn 5-14-3-1E

SHL: NW/SW of Section 14, T3S, R1E, USB&M

BHL: SW/NW of Section 14, T3S, R1E, USB&M

SHL: 2211' FSL & 1155' FWL

BHL: 1987' FNL & 663' FWL

Uintah County, Utah

DRILLING PLAN

1-2. Geologic Surface Formation and Estimated Tops of Important Geologic Markers

Formation	Depth – TVD	Depth-MD
Uinta	Surface	Surface
BMSGW	2416'	2425.0'
Upper Green River Marker	4608'	4733.0'
Mahogany	5212'	5369.7'
Garden Gulch (TGR3)	6339'	6513.7'
Douglas Creek	7189'	7363.7'
Black Shale	7625'	7799.7'
Castle Peak	7807'	7981.7'
Uteland	8056'	8232.7'
Wasatch	8216'	8390.7'
TD	9216'	9390.7'

3. Estimated Depths of Anticipated Water, Oil, Gas Or Minerals

Green River Formation (Oil) 4,608' TVD – 8,216' TVD

Wasatch Formation (Oil) 8,216' TVD – 9,216' TVD

Fresh water may be encountered in the Uinta Formation, but would not be expected below 350'. All usable (<10,000 PPM TDS) water and prospectively valuable minerals (as described by DOGM at onsite) encountered during drilling will be recorded by depth and adequately protected.

4. Proposed Casing & Cementing Program

Casing Design:

Size	Interval		Weight	Grade	Coupling	Design Factors			
	Top	Bottom				Burst	Collapse	Tension	
Conductor 16" Hole Size 24"	0'	40'	65	H-40	STC	1,640	670	439	API
Surface casing 8-5/8" Hole Size 12-1/4"	0'	1,000'	24	J-55	STC	2,950 405 7.27	1,370 707 1.94	244,000 24,000 10.17	API Load SF
Prod casing 5-1/2" Hole Size 7- 7/8"	0'	9,390'	17	L-80	LTC	7,740 6,190 1.25	6,290 4,926 1.28	338,000 159,630 2.12	API Load SF

Assumptions:

1. Surface casing max anticipated surface pressure (MASP) = Frac gradient – gas gradient
2. Production casing MASP (production mode) = Pore pressure – gas gradient
3. All collapse calculations assume fully evacuated casing w/gas gradient
4. All tension calculations assume air weight

Frac gradient at surface casing shoe = 10.0 ppg
Pore pressure at surface casing shoe = 8.33 ppg
Pore pressure at prod casing shoe = 8.33 ppg
Gas gradient = 0.115 psi/ft

Minimum Safety Factors:

Burst = 1.000
Collapse = 1.125
Tension = 1.800

All casing shall be new or, if used, inspected and tested. Used casing shall meet or exceed API standards for new casing.

All casing strings shall have a minimum of one (1) centralizer per joint on the bottom three joints.

Cementing Design:

Job	Fill	Description	Excess	Sacks	Weight (ppg)	Yield (ft ³ /sk)
Surface casing	1000' - surface	Class V 2% chlorides	75%	630	15.8	1.15
Prod casing Lead	4700' to Surface	Hifill Class V 3% chlorides	25% in open-hole, 0% in cased hole	425	11.5	2.35
Prod casing Tail	TD to 4700'	Class G 10% chlorides	15%	530	13.1	1.76

*Actual volume pumped will have excess over gauge hole or caliper log if available

- Compressive strength of tail cement: 500 psi @ 7 hours

Waiting On Cement: A minimum of four (4) hours shall elapse prior to attempting any pressure testing of the BOP equipment which would subject the surface casing cement to pressure, and a minimum of six (6) hours shall elapse before drilling out of the wiper plug, cement, or shoe. WOC time shall be recorded in the Driller's Log. Compressive strength shall be a minimum of 500 psi prior to drilling out.

The DOGM Roosevelt Field Office shall be notified, with sufficient lead time, in order to have a DOGM representative on location while running all casing strings and cementing.

The 8-5/8" surface casing shall in all cases be cemented back to surface. In the event that during the primary surface cementing operation the cement does not circulate to surface, or if the cement level should fall back more than 8 feet from surface, then a remedial surface cementing operation shall be performed to insure adequate isolation and stabilization of the surface casing.

The production casing cementing program shall be conducted as approved to protect and/or isolate all usable water zones, potentially productive zones, lost circulation zones, abnormally pressured zones, and any prospectively valuable deposits of minerals.

As a minimum, usable water zones shall be isolated and/or protected by having a cement top for the production casing at least 200 feet above the surface casing shoe. If gilsonite is encountered while drilling, it shall be isolated and/or protected via the cementing program.

Top plugs shall be used to reduce contamination of cement by displacement fluid. A Tuned spacer will be used to prevent contamination of the lead cement by the drilling mud.

All casing strings below the conductor shall be pressure tested to 0.22 psi per foot of casing string length or to 1500 psi, whichever is greater, but not to exceed 70% of the minimum internal yield. If pressure declines more than 10% in 30 minutes, corrective action shall be taken.

A Form 9, "Sundry Notices and Reports on Wells" shall be filed with the DOGM within 30 days after the work is completed. This report must include the following information:

Setting of each string of casing showing the size, grade, weight of casing set, depth, amounts and type of cement used, whether cement circulated of the top of the cement behind the casing, depth of the cementing tools used, casing method and results, and the date of the work done. Spud date will be shown on the first reports submitted.

5. Drilling Fluids Program

The Conductor section (from 0' to 40') will be drilled by Auger and final depth determined by when the black shale is encountered with a minimum depth of 40'.

The surface interval will then be drilled to $\pm 1000'$ with air/mist system. The air rig is equipped with a 6 ½" blooie line that is straight run to the reserve pit. A variance is in request for this operation. The request can be found in Section 12 of this plan.

From $\pm 1000'$ to TD, a brine water system will be utilized. Clay inhibition and hole stability will be achieved with a polymer (DAP) additive; the reserve pit will be lined to address this additive. This brine water system will typically contain Total Dissolved Solids (TDS) of less than 3000 PPM. Anticipated mud weight is 9.5 lbs/gal. If it is necessary to control formation fluids or pressure, the system will be weighted with the addition of brine, and if pressure conditions warrant, barite and/or calcium carbonate will be used as a weighting agent. There will be enough weighting agent on location to increase the entire system to 11.0 ppg MW.

Drill cuttings from water-based mud operations may be buried in approved onsite cuttings pit, employed for beneficial uses such as berms, pad material, or access roads, or may be disposed of offsite at an approved disposal facility.

No chromate additives will be used in the mud system on Federal and/or Indian lands without prior DOGM approval to ensure adequate protection of fresh water aquifer.

Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, Crescent Point Energy U.S. Corp. (Crescent Point) could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO2 gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.

Crescent Point Energy will visually monitor pit levels and flow from the well during drilling operations.

6. Minimum Specifications for Pressure Control

When drilling the 12 ¼" surface hole, an annular diverter or rotating head will be used for well control.

A 3,000 psi BOP system or better will be used on this well. All equipment will be installed and tested per Onshore Order No. 2.

The configuration is as follows:

- Float in drillstring
- Inside BOP or safety valve
- Safety valve with same pipe threading
- Rotating Head below rotary table
- Fillup line
- 11" Annular Preventer – rated to 3,000 psi minimum
- 11" bore, 4-1/2" pipe ram – rated to 3,000 psi minimum

- 11" bore, Blind Ram – rated to 3,000 psi minimum
- 11" bore Drilling Spool with 2 side outlets (Choke side at 3" minimum & Kill side at 2" minimum)
 - 2 Kill line valves at 2" minimum – one with a check valve
 - Kill line at 2" minimum
 - 2 Choke line valves at 3" minimum
 - Choke line at 3" minimum
 - 2 adjustable chokes on manifold
 - Pressure gauge on choke manifold

7. BOPE Test Criteria

A Function Test of the Ram BOP equipment shall be made every trip and annular preventer every week. All required BOP tests and/or drills shall be recorded in the Driller's Report.

Chart recorders will be used for all pressure tests. Test charts, with individual test results identified, shall be maintained on location while drilling and shall be made available to DOGM representatives upon request.

At a minimum, the Annular preventer will be tested to 50% of its rating for ten minutes. All other equipment (Rams, valves, manifold) will be tested at 3,000 psi for 10 minutes with a test plug. If rams are to be changed for any reason post drillout, the rams will be tested to 70% of surface casing internal yield.

At a minimum, the above pressure tests will be performed when such conditions exist:

- BOP's are initially installed
- Whenever a seal subject to pressure test is broken
- Following repairs to the BOPs
- Every 30 days

8. Accumulator

The Accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (HCR), close both rams and annular preventer as well maintain 200 psi above nitrogen precharge of the accumulator without use of accumulator pumps. The fluid reservoir volume will be double the usable volume of the accumulator system. The fluid level will be maintained per manufacturer's specifications.

The BOP system will have two independent power sources to close both rams and annular preventer, while opening HCR. Nitrogen bottles will be one source and electric and/or air powered pumps will be the other.

The accumulator precharge will be conducted every 6 months and maintained to be within the specifications of Onshore Order No. 2

A manual locking device or automatic locking device will be installed on both ram preventers and annular preventer.

Remote controls will be readily accessible to the driller and be capable of closing all preventers. Main controls will be available to allow full functioning of all preventers and HCR.

9. Testing, Logging and Coring Programs

The logging program will consist of a Gamma Ray log from TD to base of surface casing @ +/- 1000'. A cement bond log will be run from PBD to top of cement. No drill stem testing or coring is planned for this well.

10. Anticipated Abnormal Pressures or Temperature

No abnormal temperatures or pressures are anticipated. No hydrogen sulfide has been encountered or is known to exist from previous wells drilled to similar depths in this area.

Maximum anticipated bottomhole pressure will be approximately equal to total depth in feet multiplied by a 0.52 psi/ft gradient, and a maximum anticipated surface pressure will be approximately equal to the bottomhole pressure calculated minus the pressure of a partially evacuated hole calculated at a 0.22 psi/foot gradient.

11. Anticipated Starting Date and Duration of Operations

It is anticipated that drilling operations will commence as soon as possible following permit approval and will take approximately ten (10) days from spud to rig release and two weeks for completions.

12. Variances Requested from Onshore Order No. 2

1. A diverter is utilized for surface air drilling, rather than a lubricated rotating head.
2. The bloop line is 45 ft from the wellbore rather than 100 ft and is not anchored down.
3. The bloop line is not equipped with an automatic igniter or continuous pilot light.
4. The compressor is located on the rig itself and not 100 ft from the wellbore.
5. The requirement for an Formation Integrity Test (FIT) or a Leak Off Test (LOT)

R. 1 E.

N



SCALE 1" = 1000'
GRID NORTH

T. 3 S.

DRAWING DATUM
SPCS UTC (NAD27)

SHL
NORTHING (NAD27)

691747.40

EASTING (NAD27)

2459448.38

LATITUDE (NAD83)

NORTH 40.220895 DEG.

LONGITUDE (NAD83)

WEST 109.855275 DEG.

UTM

(ZONE 12, METERS)

NORTHING (NAD83)

4452903.15

EASTING (NAD83)

597398.88

WINN
5-14-3-1E

UNGRADED ELEVATION:

4842.3'

BASIS OF ELEVATION: USGS SPOT
ELEVATION AT THE SW CORNER OF
SECTION 14, T3S, R1E,
ELEVATION: 4842'

14

BHL
NORTHING (NAD27)

692838

EASTING (NAD27)

2458938

LATITUDE (NAD83)

NORTH 40.223911 DEG.

LONGITUDE (NAD83)

WEST 109.857032 DEG.

UTM

(ZONE 12, METERS)

NORTHING (NAD83)

4453236.4

EASTING (NAD83)

597245.1

CALCULATED

40.21484°N

109.84041°W

PIPE

40.21484°N

109.84990°W

1000 500 0 1000 2000

SCALE FEET

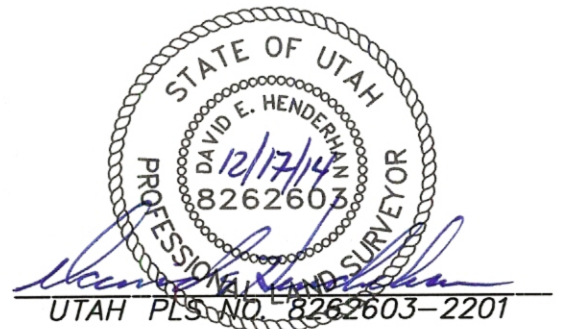
SURVEYOR'S STATEMENT

I, DAVID E. HENDERHAN, OF GRAND JUNCTION, COLORADO, HEREBY STATE: THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY DONE UNDER MY DIRECT SUPERVISION ON THE 15th DAY OF NOVEMBER, 2014 AND THAT THIS PLAT CORRECTLY SHOWS THE LOCATION OF WINN 5-14-3-1E AS STAKED ON THE GROUND.

LEGEND

- ◆ WELL LOCATION
- BOTTOM HOLE LOC. (APPROX)
- CALCULATED CORNER
- ▲ PREVIOUSLY FOUND MONUMENT (LAT/LONG VALUES ARE NAD83)

400'x400' DRILLING WINDOW



DRG RIFFIN & ASSOCIATES, INC.
(307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901

**PLAT OF DRILLING LOCATION IN
NWSW, SECTION 14, FOR
CRESCENT POINT ENERGY**

**2111' F/SL, & 1155' F/WL, SECTION 14,
T. 3 S., R. 1 E., U.S.M.,
UINTAH COUNTY, UTAH**

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 1000'

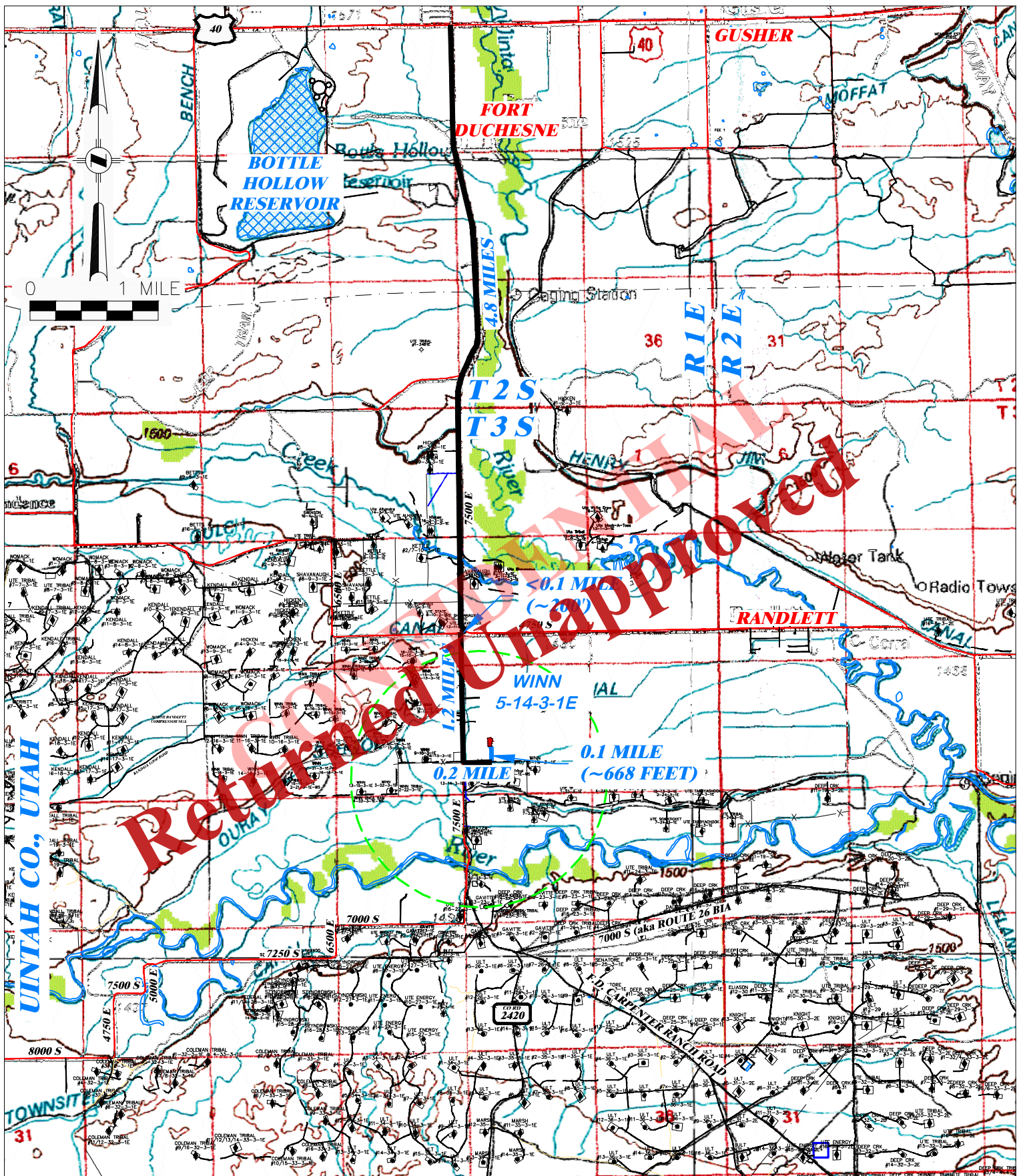
REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

REVISED PAD

EXHIBIT 1

Received: July 23, 2015



DRG RIFFIN & ASSOCIATES, INC.

(307) 362-5028

1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 1 MILE

REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

REVISED PAD

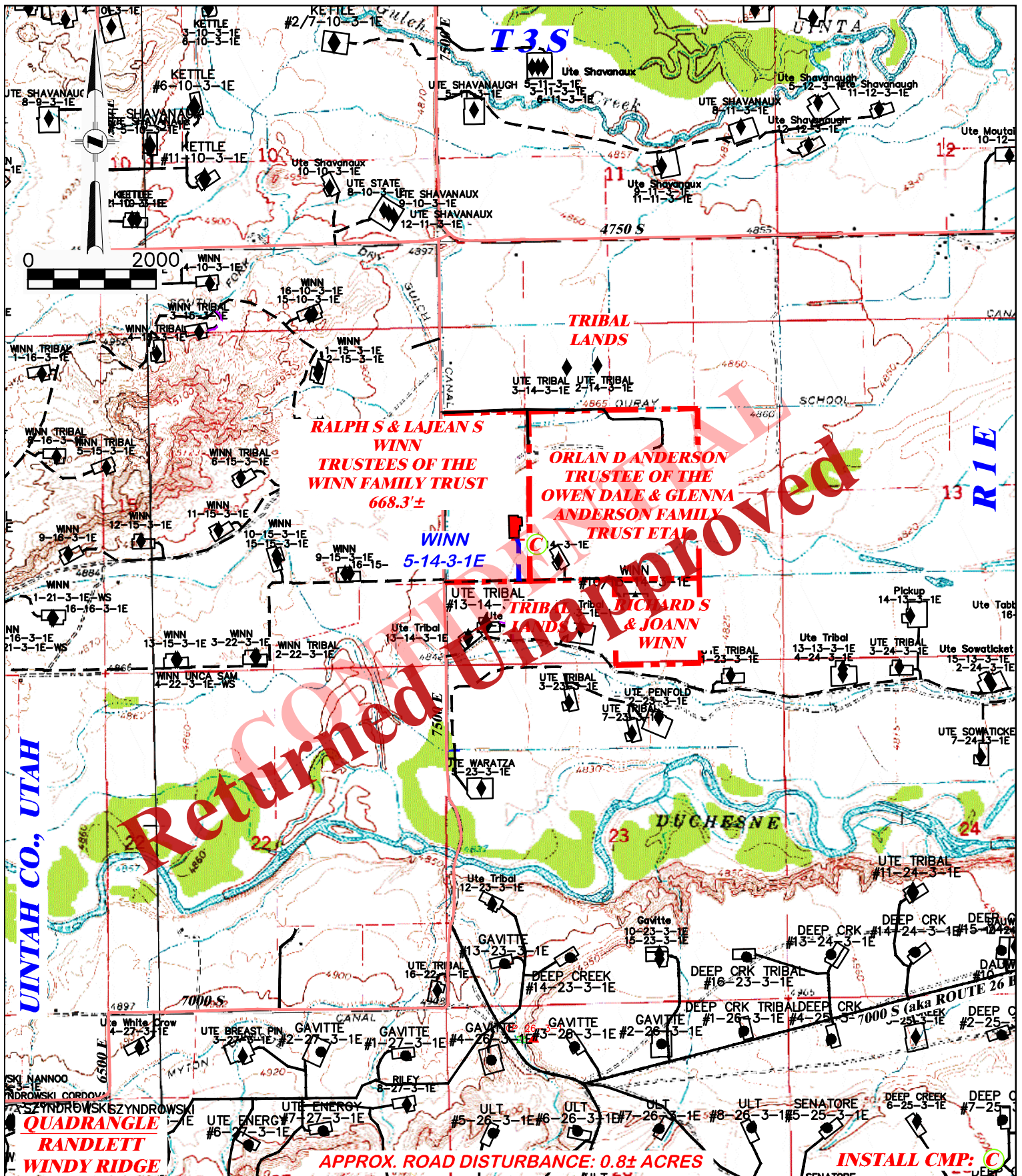
TOPO A

**PROPOSED ACCESS FOR
CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T.3 S., R.1 E.**

PROPOSED ROAD

EXISTING ROAD

Received: July 23, 2015



DRG RIFFIN & ASSOCIATES, INC.

(307) 362-5028

1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 2000'

REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

REVISED PAD

TOPO B

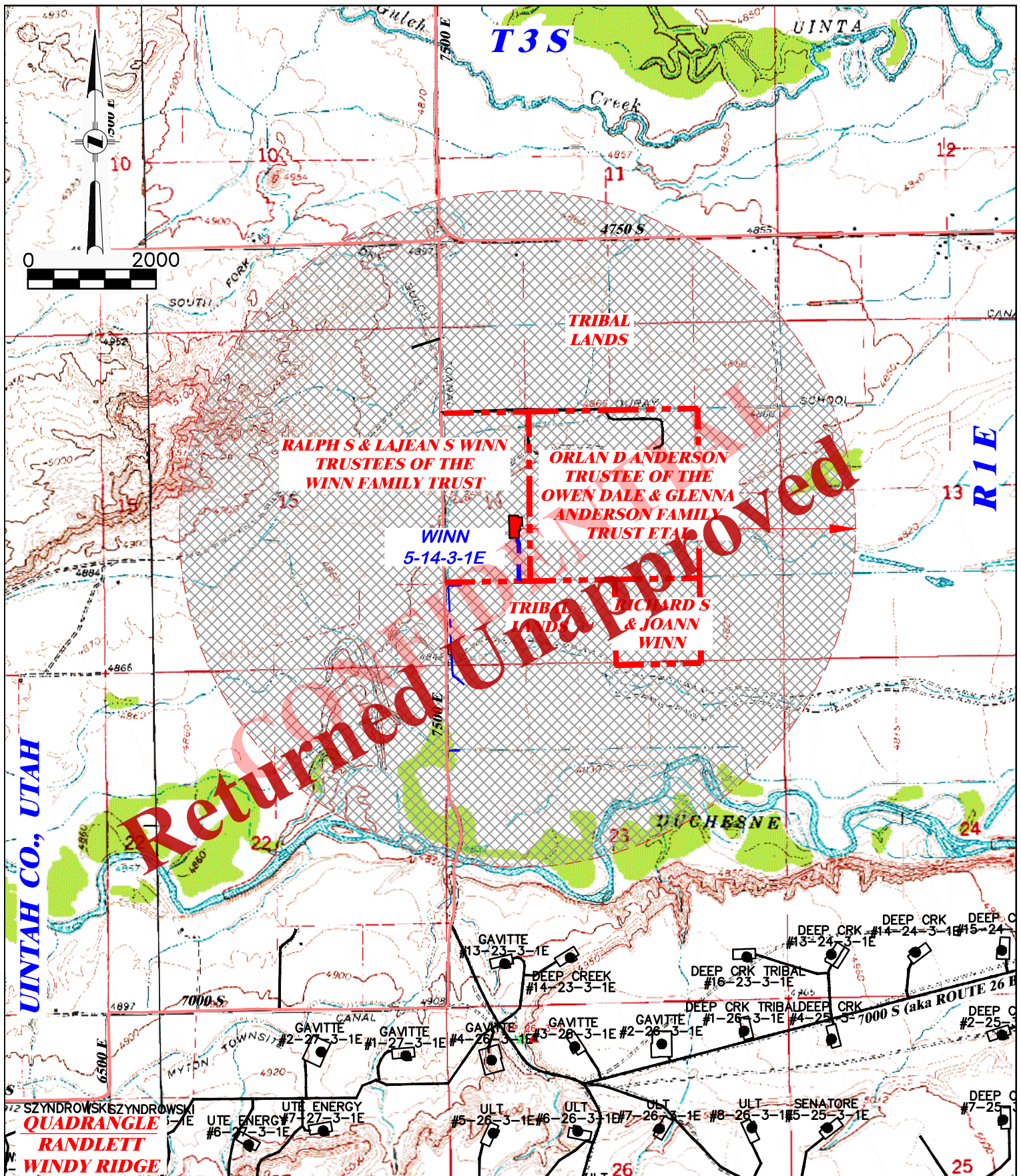
**PROPOSED ROAD FOR
CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T.3 S., R.1 E.**

TOTAL PROPOSED LENGTH: 668.3±

PROPOSED ROAD

EXISTING ROAD

Received: July 23, 2015



DRG RIFFIN & ASSOCIATES, INC.

(307) 362-5028

1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 2000'

REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

REVISED PAD

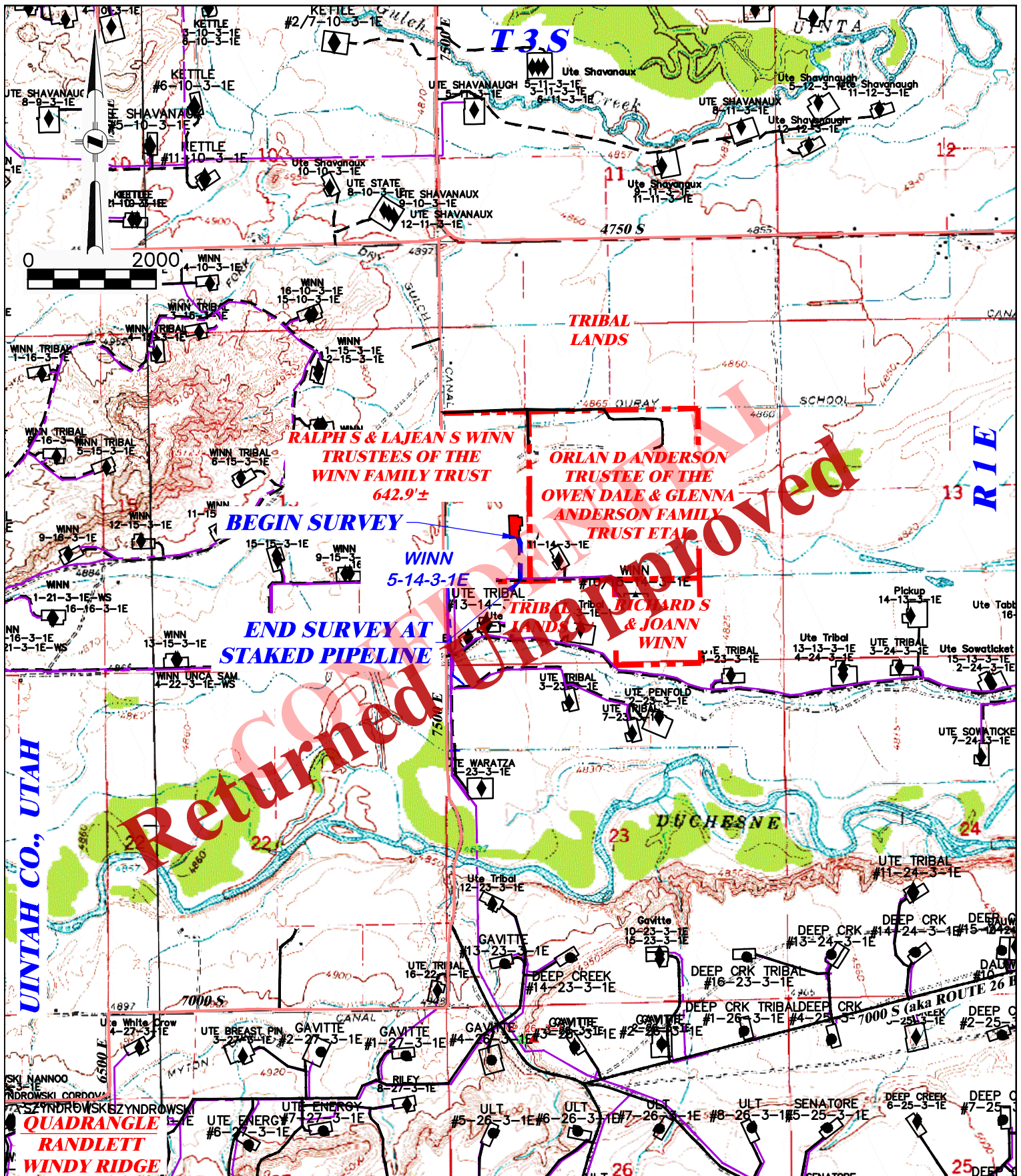
TOPO C

**ONE MILE RADIUS FOR
CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T.3 S., R.1 E.**

PROPOSED ROAD

EXISTING ROAD

Received: July 23, 2015



DRG RIFFIN & ASSOCIATES, INC.

(307) 362-5028

1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 2000'

REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

REVISED PAD

TOPO D

**PROPOSED PIPELINE FOR
CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T.3 S., R.1 E.**

TOTAL PROPOSED LENGTH: 642.9±

PROPOSED PIPELINE

EXISTING ROAD

Received: July 23, 2015



Crescent Point Energy

Unitah County

Section 14 T3S, R1E

Winn 5-14-3-1E

Wellbore #1

Plan: Design #1

Standard Planning Report

21 July, 2015

CONFIDENTIAL
Returned Unapproved



Received: July 23, 2015

Database:	EDM 5000.1 Single User Db	Local Co-ordinate Reference:	Well Winn 5-14-3-1E
Company:	Crescent Point Energy	TVD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Project:	Unitah County	MD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Site:	Section 14 T3S, R1E	North Reference:	True
Well:	Winn 5-14-3-1E	Survey Calculation Method:	Minimum Curvature
Wellbore:	Wellbore #1		
Design:	Design #1		

Project	Unitah County		
Map System:	US State Plane 1983	System Datum:	Mean Sea Level
Geo Datum:	North American Datum 1983		
Map Zone:	Utah Central Zone		

Site		Section 14 T3S, R1E			
Site Position:		Northing:	7,253,409.49 usft	Latitude:	40° 13' 15.222 N
From:	Lat/Long	Easting:	2,099,657.59 usft	Longitude:	109° 51' 18.990 W
Position Uncertainty:	0.0 usft	Slot Radius:	13-3/16 "	Grid Convergence:	1.05

Well	Winn 5-14-3-1E, SHL: 40° 13' 15.222 -109° 51' 18.990					
Well Position	+N/-S	0.0 usft	Northing:	7,253,409.48 usft	Latitude:	40° 13' 15.222 N
	+E/-W	0.0 usft	Easting:	2,099,657.59 usft	Longitude:	109° 51' 18.990 W
Position Uncertainty		0.0 usft	Wellhead Elevation:	4,853.7 usft	Ground Level:	4,841.7 usft

Wellbore	Wellbore #1				
Magnetics	Model Name	Sample Date	Declination (°)	Dip Angle (°)	Field Strength (nT)
	IGRF2010	7/21/2015	10.73	65.87	51,994

Design	Design #1			
Audit Notes:				
Version:	Phase:	PROTOTYPE	Tie On Depth:	0.0
Vertical Section:	Depth From (TVD) (usft)	+N/-S (usft)	+E/-W (usft)	Direction (°)
	0.0	0.0	0.0	335.96

Plan Sections										
Measured Depth (usft)	Inclination (°)	Azimuth (°)	Vertical Depth (usft)	+N/-S (usft)	+E/-W (usft)	Dogleg Rate (°/100usft)	Build Rate (°/100usft)	Turn Rate (°/100usft)	TFO (°)	Target
0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00	
1,500.0	0.00	0.00	1,500.0	0.0	0.0	0.00	0.00	0.00	0.00	
2,735.3	18.53	335.96	2,713.9	180.8	-80.7	1.50	1.50	0.00	335.96	
5,278.4	18.53	335.96	5,125.1	918.9	-409.9	0.00	0.00	0.00	0.00	
6,513.7	0.00	0.00	6,339.0	1,099.7	-490.6	1.50	-1.50	0.00	180.00	Winn 5-14-3-1E TGT
9,390.7	0.00	0.00	9,216.0	1,099.7	-490.6	0.00	0.00	0.00	0.00	

Database:	EDM 5000.1 Single User Db	Local Co-ordinate Reference:	Well Winn 5-14-3-1E
Company:	Crescent Point Energy	TVD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Project:	Unitah County	MD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Site:	Section 14 T3S, R1E	North Reference:	True
Well:	Winn 5-14-3-1E	Survey Calculation Method:	Minimum Curvature
Wellbore:	Wellbore #1		
Design:	Design #1		

Planned Survey									
Measured Depth (usft)	Inclination (°)	Azimuth (°)	Vertical Depth (usft)	+N/-S (usft)	+E/-W (usft)	Vertical Section (usft)	Dogleg Rate (°/100usft)	Build Rate (°/100usft)	Turn Rate (°/100usft)
0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.00	0.00	0.00
100.0	0.00	0.00	100.0	0.0	0.0	0.0	0.00	0.00	0.00
200.0	0.00	0.00	200.0	0.0	0.0	0.0	0.00	0.00	0.00
300.0	0.00	0.00	300.0	0.0	0.0	0.0	0.00	0.00	0.00
400.0	0.00	0.00	400.0	0.0	0.0	0.0	0.00	0.00	0.00
500.0	0.00	0.00	500.0	0.0	0.0	0.0	0.00	0.00	0.00
600.0	0.00	0.00	600.0	0.0	0.0	0.0	0.00	0.00	0.00
700.0	0.00	0.00	700.0	0.0	0.0	0.0	0.00	0.00	0.00
800.0	0.00	0.00	800.0	0.0	0.0	0.0	0.00	0.00	0.00
900.0	0.00	0.00	900.0	0.0	0.0	0.0	0.00	0.00	0.00
1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.0	0.00	0.00	0.00
1,100.0	0.00	0.00	1,100.0	0.0	0.0	0.0	0.00	0.00	0.00
1,200.0	0.00	0.00	1,200.0	0.0	0.0	0.0	0.00	0.00	0.00
1,300.0	0.00	0.00	1,300.0	0.0	0.0	0.0	0.00	0.00	0.00
1,400.0	0.00	0.00	1,400.0	0.0	0.0	0.0	0.00	0.00	0.00
1,500.0	0.00	0.00	1,500.0	0.0	0.0	0.0	0.00	0.00	0.00
Start Build 1.50									
1,600.0	1.50	335.96	1,600.0	1.2	1.5	1.3	1.50	1.50	0.00
1,700.0	3.00	335.96	1,699.9	4.8	-2.1	5.2	1.50	1.50	0.00
1,800.0	4.50	335.96	1,799.7	10.8	-4.8	11.8	1.50	1.50	0.00
1,900.0	6.00	335.96	1,899.3	16.4	-8.5	20.9	1.50	1.50	0.00
2,000.0	7.50	335.96	1,998.5	29.8	-13.3	32.7	1.50	1.50	0.00
2,100.0	9.00	335.96	2,097.5	42.9	-19.2	47.0	1.50	1.50	0.00
2,200.0	10.50	335.96	2,196.1	58.4	-26.1	64.0	1.50	1.50	0.00
2,300.0	12.00	335.96	2,294.2	76.2	-34.0	83.5	1.50	1.50	0.00
2,400.0	13.50	335.96	2,391.7	96.4	-43.0	105.5	1.50	1.50	0.00
2,425.0	13.88	335.96	2,416.0	101.8	-45.4	111.5	1.50	1.50	0.00
BMSGW									
2,500.0	15.00	335.96	2,488.6	118.9	-53.0	130.2	1.50	1.50	0.00
2,600.0	16.50	335.96	2,584.9	143.7	-64.1	157.3	1.50	1.50	0.00
2,700.0	18.00	335.96	2,680.4	170.7	-76.2	187.0	1.50	1.50	0.00
2,735.3	18.53	335.96	2,713.9	180.8	-80.7	198.0	1.50	1.50	0.00
Start 2543.0 hold at 2735.3 MD									
2,800.0	18.53	335.96	2,775.2	199.6	-89.0	218.6	0.00	0.00	0.00
2,900.0	18.53	335.96	2,870.0	228.6	-102.0	250.4	0.00	0.00	0.00
3,000.0	18.53	335.96	2,964.9	257.7	-114.9	282.1	0.00	0.00	0.00
3,100.0	18.53	335.96	3,059.7	286.7	-127.9	313.9	0.00	0.00	0.00
3,200.0	18.53	335.96	3,154.5	315.7	-140.8	345.7	0.00	0.00	0.00
3,300.0	18.53	335.96	3,249.3	344.7	-153.8	377.5	0.00	0.00	0.00
3,400.0	18.53	335.96	3,344.1	373.8	-166.7	409.3	0.00	0.00	0.00
3,500.0	18.53	335.96	3,438.9	402.8	-179.7	441.0	0.00	0.00	0.00
3,600.0	18.53	335.96	3,533.8	431.8	-192.6	472.8	0.00	0.00	0.00
3,700.0	18.53	335.96	3,628.6	460.8	-205.6	504.6	0.00	0.00	0.00
3,800.0	18.53	335.96	3,723.4	489.8	-218.5	536.4	0.00	0.00	0.00
3,900.0	18.53	335.96	3,818.2	518.9	-231.5	568.2	0.00	0.00	0.00
4,000.0	18.53	335.96	3,913.0	547.9	-244.4	599.9	0.00	0.00	0.00
4,100.0	18.53	335.96	4,007.8	576.9	-257.4	631.7	0.00	0.00	0.00
4,200.0	18.53	335.96	4,102.6	605.9	-270.3	663.5	0.00	0.00	0.00
4,300.0	18.53	335.96	4,197.5	635.0	-283.3	695.3	0.00	0.00	0.00
4,400.0	18.53	335.96	4,292.3	664.0	-296.2	727.1	0.00	0.00	0.00
4,500.0	18.53	335.96	4,387.1	693.0	-309.1	758.8	0.00	0.00	0.00
4,600.0	18.53	335.96	4,481.9	722.0	-322.1	790.6	0.00	0.00	0.00
4,700.0	18.53	335.96	4,576.7	751.0	-335.0	822.4	0.00	0.00	0.00

Database:	EDM 5000.1 Single User Db	Local Co-ordinate Reference:	Well Winn 5-14-3-1E
Company:	Crescent Point Energy	TVD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Project:	Unitah County	MD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Site:	Section 14 T3S, R1E	North Reference:	True
Well:	Winn 5-14-3-1E	Survey Calculation Method:	Minimum Curvature
Wellbore:	Wellbore #1		
Design:	Design #1		

Planned Survey									
Measured Depth (usft)	Inclination (°)	Azimuth (°)	Vertical Depth (usft)	+N/-S (usft)	+E/-W (usft)	Vertical Section (usft)	Dogleg Rate (°/100usft)	Build Rate (°/100usft)	Turn Rate (°/100usft)
4,733.0	18.53	335.96	4,608.0	760.6	-339.3	832.9	0.00	0.00	0.00
Upper Green River									
4,800.0	18.53	335.96	4,671.5	780.1	-348.0	854.2	0.00	0.00	0.00
4,900.0	18.53	335.96	4,766.4	809.1	-360.9	885.9	0.00	0.00	0.00
5,000.0	18.53	335.96	4,861.2	838.1	-373.9	917.7	0.00	0.00	0.00
5,100.0	18.53	335.96	4,956.0	867.1	-386.8	949.5	0.00	0.00	0.00
5,200.0	18.53	335.96	5,050.8	896.2	-399.8	981.3	0.00	0.00	0.00
5,278.4	18.53	335.96	5,125.1	918.9	-409.9	1,006.2	0.00	0.00	0.00
Start Drop -1.50									
5,300.0	18.21	335.96	5,145.6	925.1	-412.7	1,013.0	1.50	-1.50	0.00
5,369.7	17.16	335.96	5,212.0	944.5	-421.3	1,034.2	1.50	-1.50	0.00
Mahogany									
5,400.0	16.71	335.96	5,241.0	952.5	-424.9	1,043.0	1.50	-1.50	0.00
5,500.0	15.21	335.96	5,337.2	977.6	-436.1	1,070.5	1.50	-1.50	0.00
5,600.0	13.71	335.96	5,434.0	1,000.4	-446.3	1,095.5	1.50	-1.50	0.00
5,700.0	12.21	335.96	5,531.5	1,020.9	-455.4	1,117.9	1.50	-1.50	0.00
5,800.0	10.71	335.96	5,629.5	1,039.0	-463.5	1,137.7	1.50	-1.50	0.00
5,900.0	9.21	335.96	5,728.0	1,054.8	-470.6	1,155.0	1.50	-1.50	0.00
6,000.0	7.71	335.96	5,826.9	1,068.2	-476.5	1,169.7	1.50	-1.50	0.00
6,100.0	6.21	335.96	5,926.1	1,079.3	-481.5	1,181.8	1.50	-1.50	0.00
6,200.0	4.71	335.96	6,025.7	1,088.0	-485.4	1,191.3	1.50	-1.50	0.00
6,300.0	3.21	335.96	6,125.4	1,094.3	-488.2	1,198.2	1.50	-1.50	0.00
6,400.0	1.71	335.96	6,225.3	1,098.2	-489.9	1,202.5	1.50	-1.50	0.00
6,500.0	0.21	335.96	6,325.3	1,099.7	-490.6	1,204.2	1.50	-1.50	0.00
6,513.7	0.00	0.00	6,339.0	1,099.7	-490.6	1,204.2	1.50	-1.50	0.00
Start 2877.0 hold at 651.7 MB - Garde Gulch (TGR3)									
6,600.0	0.00	0.00	6,425.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
6,700.0	0.00	0.00	6,525.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
6,800.0	0.00	0.00	6,625.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
6,900.0	0.00	0.00	6,725.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,000.0	0.00	0.00	6,825.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,100.0	0.00	0.00	6,925.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,200.0	0.00	0.00	7,025.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,300.0	0.00	0.00	7,125.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,363.7	0.00	0.00	7,189.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
Douglas Creek									
7,400.0	0.00	0.00	7,225.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,500.0	0.00	0.00	7,325.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,600.0	0.00	0.00	7,425.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,700.0	0.00	0.00	7,525.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,799.7	0.00	0.00	7,625.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
Black Shale									
7,800.0	0.00	0.00	7,625.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,900.0	0.00	0.00	7,725.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
7,981.7	0.00	0.00	7,807.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
Castle Peak									
8,000.0	0.00	0.00	7,825.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,100.0	0.00	0.00	7,925.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,200.0	0.00	0.00	8,025.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,232.7	0.00	0.00	8,058.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
Uteland									
8,300.0	0.00	0.00	8,125.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,390.7	0.00	0.00	8,216.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00

Database:	EDM 5000.1 Single User Db	Local Co-ordinate Reference:	Well Winn 5-14-3-1E
Company:	Crescent Point Energy	TVD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Project:	Unitah County	MD Reference:	Winn 5-14-3-1E @ 4853.7usft (PLAN KB)
Site:	Section 14 T3S, R1E	North Reference:	True
Well:	Winn 5-14-3-1E	Survey Calculation Method:	Minimum Curvature
Wellbore:	Wellbore #1		
Design:	Design #1		

Planned Survey									
Measured Depth (usft)	Inclination (°)	Azimuth (°)	Vertical Depth (usft)	+N/-S (usft)	+E/-W (usft)	Vertical Section (usft)	Dogleg Rate (°/100usft)	Build Rate (°/100usft)	Turn Rate (°/100usft)
Wasatch									
8,400.0	0.00	0.00	8,225.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,500.0	0.00	0.00	8,325.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,600.0	0.00	0.00	8,425.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,700.0	0.00	0.00	8,525.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,800.0	0.00	0.00	8,625.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
8,900.0	0.00	0.00	8,725.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
9,000.0	0.00	0.00	8,825.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
9,100.0	0.00	0.00	8,925.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
9,200.0	0.00	0.00	9,025.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
9,300.0	0.00	0.00	9,125.3	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
9,390.7	0.00	0.00	9,216.0	1,099.7	-490.6	1,204.2	0.00	0.00	0.00
TD at 9390.7 - TD									

Design Targets									
Target Name	Dip Angle (°)	Dip Dir. (°)	TVD (usft)	+N/-S (usft)	+E/-W (usft)	Northing (usft)	Easting (usft)	Latitude	Longitude
- hit/miss target									
- Shape									
Winn 5-14-3-1E TGT	0.00	0.00	6,339.0	1,099.7	-490.6	7,254,500.02	2,099,146.85	40° 13' 26.090 N	109° 51' 25.315 W
- plan hits target center									
- Rectangle (sides W400.0 H400.0 D2,877.0)									

Formations						
Measured Depth (usft)	Vertical Depth (usft)	Name	Lithology	Dip (°)	Dip Direction (°)	
2,425.0	2,416.0	BMSGW		0.00		
4,733.0	4,608.0	Upper Green River		0.00		
5,369.7	5,212.0	Mahogany		0.00		
6,513.7	6,339.0	Gardner Gulch (TGR3)		0.00		
7,363.7	7,189.0	Douglas Creek		0.00		
7,799.7	7,625.0	Black Shale		0.00		
7,981.7	7,807.0	Castle Peak		0.00		
8,232.7	8,058.0	Uteland		0.00		
8,390.7	8,216.0	Wasatch		0.00		
9,390.7	9,216.0	TD		0.00		

Plan Annotations				
Measured Depth (usft)	Vertical Depth (usft)	Local Coordinates +N/-S (usft)	+E/-W (usft)	Comment
1,500.0	1,500.0	0.0	0.0	Start Build 1.50
2,735.3	2,713.9	180.8	-80.7	Start 2543.0 hold at 2735.3 MD
5,278.4	5,125.1	918.9	-409.9	Start Drop -1.50
6,513.7	6,339.0	1,099.7	-490.6	Start 2877.0 hold at 6513.7 MD
9,390.7	9,216.0	1,099.7	-490.6	TD at 9390.7

WELLBORE TARGET DETAILS (MAP CO-ORDINATES AND LAT/LONG)

Name	TVD	+N/-S	+E/-W	Northing	Easting	Latitude	Longitude	Shape
Winn 5-14-3-1E TGT	6339.0	1099.7	-490.6	7254500.02	2099146.89	40° 13' 26.090119°	51° 25.315 W	Rectangle (Sides: L400.0 W400.0)

SECTION DETAILS

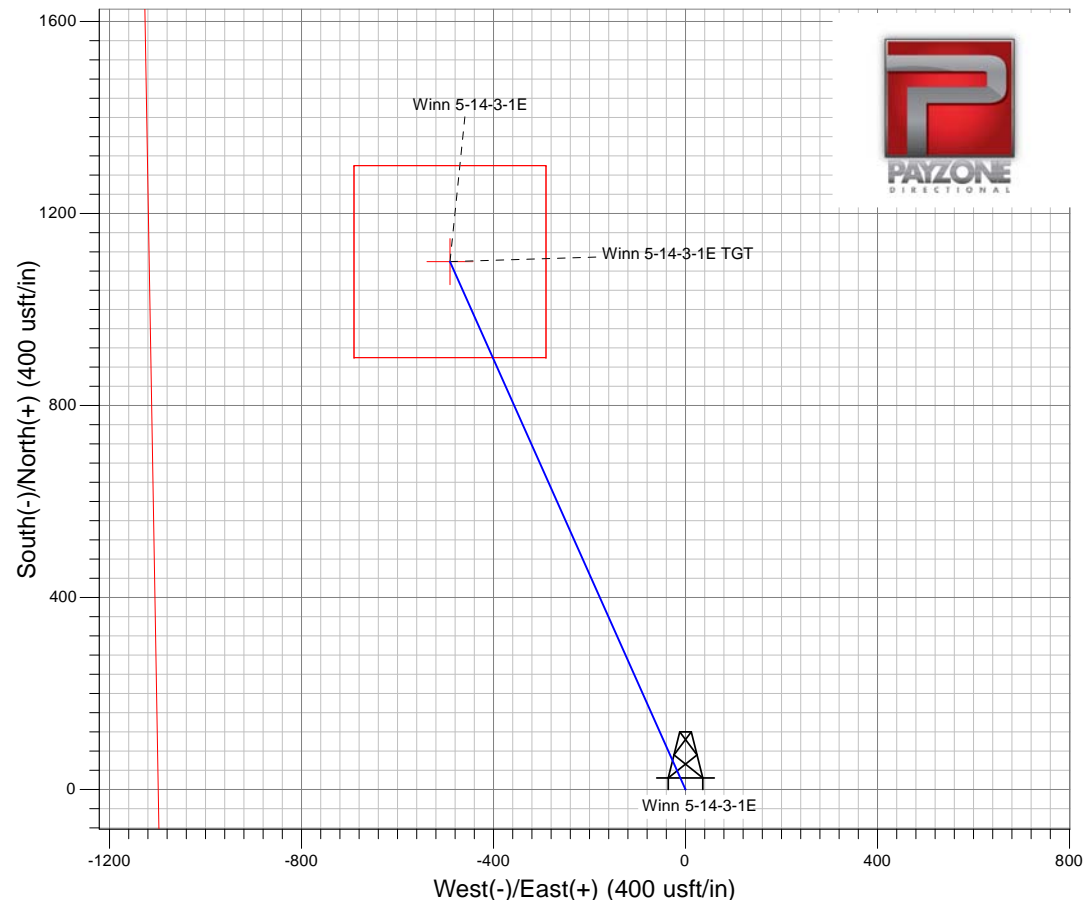
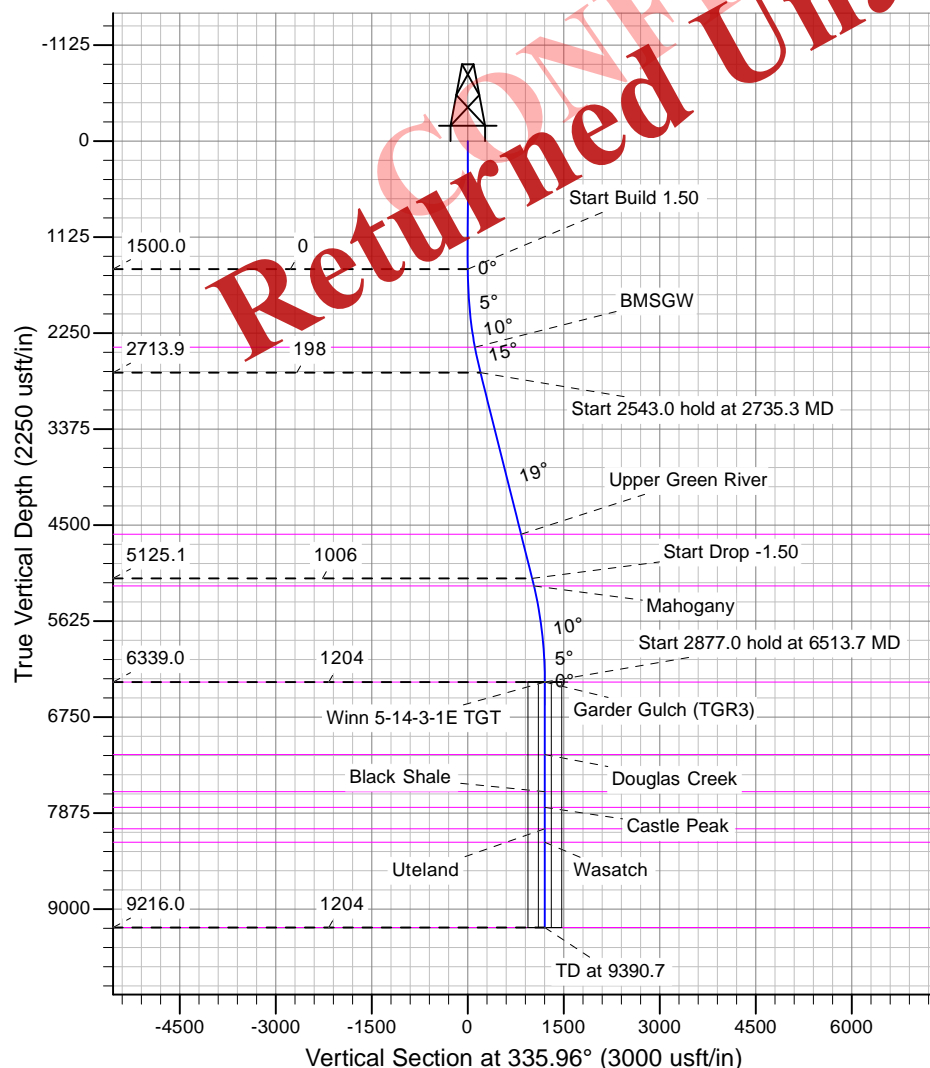
Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	Dleg	TFace	VSec	Target
1	0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.0	
2	1500.0	0.00	0.00	1500.0	0.0	0.0	0.00	0.00	0.0	
3	2735.3	18.53	335.96	2713.9	180.8	-80.7	1.50	335.96	198.0	
4	5278.4	18.53	335.96	5125.1	918.9	-409.9	0.00	0.00	1006.2	
5	6513.7	0.00	0.00	6339.0	1099.7	-490.6	1.50	180.00	1204.2	Winn 5-14-3-1E TGT
6	9390.7	0.00	0.00	9216.0	1099.7	-490.6	0.00	0.00	1204.2	

ANNOTATIONS

TVD	MD	Annotation
1500.0	1500.0	Start Build 1.50
2713.9	2735.3	Start 2543.0 hold at 2735.3 MD
5125.1	5278.4	Start Drop -1.50
6339.0	6513.7	Start 2877.0 hold at 6513.7 MD
9216.0	9390.7	TD at 9390.7

FORMATION TOP DETAILS

TVDPath	MDPath	Formation	DipAngle	DipDir
2416.0	2425.0	BMSGW	0.00	
4608.0	4733.0	Upper Green River	0.00	
5212.0	5369.7	Mahogany	0.00	
6339.0	6513.7	Garder Gulch (TGR3)	0.00	
7189.0	7363.7	Douglas Creek	0.00	
7625.0	7799.7	Black Shale	0.00	
7807.0	7981.7	Castle Peak	0.00	
8058.0	8232.7	Uteland	0.00	
8216.0	8390.7	Wasatch	0.00	
9216.0	9390.7	TD	0.00	



SURFACE USE AGREEMENT AND GRANT OF EASEMENTS

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENTS (the "Agreement") is effective the 1st day of November, 2014, by and between **Richard Samuel Winn and Joann Winn, Husband and Wife as joint tenants whose address is P.O. Box 249 Ft. Duchesne, Utah 84026** (hereinafter referred to as "Owner") and **CRESCENT POINT ENERGY U.S. CORP.**, whose address is 555 17th Street, Suite 1800, Denver, Colorado, 80202 ("Operator").

RECITALS

A. Owner owns the surface estate of the real property in Uintah County, Utah (the "Property"), legally described as:

TOWNSHIP 3 SOUTH, RANGE 1 EAST, UINTAH SPECIAL MERIDIAN

The Southwest quarter of the Southeast quarter of Section 14, Township 3 South, Range 1 East of the Uintah Special Meridian.

The Southwest ¼; The South ½ of the Northwest ¼; The South ½ of the North ½ of the Northwest ¼ of Section 15, T3S, R1E, USB&M
Beginning at the East ¼ corner of Section 15, **T3S, R1E, USB&M** and running thence South along the East section line 891.00 Ft more or less to a point located 429.00 Ft North of the Southeast corner of the Northeast ¼ Southeast ¼ said section; thence west 20 rods; thence South 24 rods; thence East 20 rods to the East section line; thence South along the East section line 33.00 Ft to the Southeast corner of the Northeast ¼ Southeast ¼; thence west along the South line of the North ½ of the Southeast ¼ 160 rods to the Southwest corner of the North ½ of the Southeast ¼; thence north along the North-South ¼ section line 160.00 rods to the North West corner of the South ½ Northeast ¼ said section 15; thence East 160 rods to the Northeast corner of the South ½ Northeast ¼ said Section 15; thence South along the East section line 10 rods; thence West 9 rods; thence S 64° W 16 rods; thence South 32.50 rods; thence East 24 rods to the East section line; thence South along the East section line 511.50 FT more or less to the point of beginning.

Beginning 30 Feet North of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 15, **Township 3 South, Range 1 East, Uintah Special Meridian**, and running West 20 rods; thence North 12 rods; thence East 20 rods; thence South 12 rods to the point of beginning.

Beg 26 rods S of NE Cor SE4NE4 Sec 15, **T3S, R1E, USM**. Th S 23 Rds; W 24 rods; N 15 rods; Th NE'ly 28.5 rods M or L to Beg.

The East ½; and the Southwest ¼ of Section 16, T3S, R1E, USB&M.

Undivided ¼ and 1/144 interest in W2NW4 of Section 22, T3S, R1E, USM.

B. Operator is the agent owner/operator of a working interest in the mineral estate.

C. Operator wishes to drill oil and gas wells ("Wells") with associated necessary pipelines and road infrastructure on the Property and also to directionally access adjacent lands from a surface location of the Property for the extraction of oil, gas and associated hydrocarbons from said adjacent lands.

TERMS

THEREFORE, in consideration of the mutual covenants in this Agreement, and Operator's agreement to pay the damages described in this Agreement, the parties agree as follows:

1. Wellbores and Well Pads.

1.1. Operator may construct the necessary well site pads ("Well Pads") on the Property for drilling, completion, re-completion, reworking, re-entry, production, maintenance and operation of Wells consistent with this Agreement. Operator, its agents, employees, assigns, contractors and subcontractors, may enter upon and use the Well Pads for the purposes of drilling, completing, producing, maintaining, and operating Wells to produce oil, gas and associated hydrocarbons, including the construction and use of frac pits, tank batteries, water disposal pits, production equipment, compressor sites and other facilities used to produce and market the oil, gas and associated hydrocarbons.

1.1.1. After completion operations for the Wells on the Well Pads are finished, the size of the Well Pads shall be reduced and all land impacted on the Well Pads shall be reclaimed to allow for a minimum disturbance save for all land on the Well Pads containing infrastructure necessary for the production and operation of oil and gas as described in paragraph 1.1 above.

1.1.2. As allowed by this Agreement, Operator may drill the maximum number of Wells on the Well Pad(s) permitted by the Utah Division of Oil, Gas and Mining ("UDOGM") spacing and density requirements. Operator may drill directionally from Well Pads located on the Property to bottomhole locations located directly under the Property or to bottomhole locations that are adjacent to the Property.

1.1.3. As used in this Agreement, "Well" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from the Well Pad) for the production of oil and gas, and all associated casing and wellhead equipment.

1.2. **As consideration for damages to be incurred by Operator on the Property, Operator shall pay Owner \$30,000 for each Wellbore that is constructed on the Property.** Such payment shall constitute payment in full by Operator for all damages to the Property associated with the drilling, construction, completion, re-completion, reworking, reentry, production, operation and maintenance of the Well(s). Payment shall be rendered upon commencement of construction of the well pad site(s).

1.3. The slope of a Well Pad to any ditch, road, or other improvement shall not be greater than 2:1.

1.4. All above-ground permanent structures on the Well Pad(s) and above-ground pipeline structures shall be painted with appropriate earth-tone colors to blend with the surrounding landscape, and, at the discretion of Operator, shall be screened with appropriate planting as described by the NRCS (National Resource Conservation Services) techniques guide. Operator shall use diligent efforts to minimize disturbances to existing trees and vegetation near the Well Pad.

1.5. Noise levels shall not exceed Utah Division of Oil, Gas and Mining ("UDOGM") regulations.

1.6. All drilling fluids and mud shall be handled in accordance with UDOGM regulations. Unless agreed to in writing by the Owner and Operator, no fluids, mud, soil, or other substances created or derived from operations conducted off of the Property shall be deposited on the surface estate of the Property. Nothing in this section shall limit Operator's right to bring onto the property, use, and reuse frac and production water for additional drilling and completion operations.

1.7. Any irrigation or tail water ditch or pipe located within the Well Pad shall be left intact or rerouted to a location approved by Owner so that the delivery of water on the Property is not disrupted.

Operator shall be responsible for any repair and/or maintenance of any irrigation ditch or pipe located within the Well Pad.

1.8. No debris, slash, or other materials shall be burned on the Property (except for the flaring of gas), nor shall such materials be buried on the Property, without the express written consent of Owner, which shall not be unreasonably withheld.

1.9. If required by UDOGM, reserve or drilling pits used on the Property, if any, shall be plastic lined during drilling and completion operations. Excavated material shall be replaced within thirty (30) days of finalization of completion operations at the associated Well Pad.

1.10. No open pit mining shall be permitted on the Property. The Well Pad shall be safe and in good order, and shall at all times be kept free from litter and debris. Operator shall utilize electronic field monitor devices or another type of monitoring system standard in the industry on all Wells.

2. Road, Pipelines, and Related Issues.

2.1. Road. Owner grants to Operator a non-exclusive access easement ("Road Easement(s)") on the Property for ingress and egress by Operator and its employees, contractors, sub-contractors, agents, and business invitees as needed to conduct oil and gas operations, whether such operations occur on the Property under this Agreement or on lands outside the boundaries of the Property. All Road Easements shall be approximately twenty (20) feet in width, being ten (10) feet on each side of the centerline.

2.1.1. The road shall be constructed in accordance with the standards of the area for oilfield roads.

2.1.2. Road construction that requires cuts and fills shall be minimized to the maximum extent possible.

2.1.3. Culverts shall be installed at ditch and drainage crossings when requested by Owner where road cross such ditches or drainages, and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. Operator shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all operational activities and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources.

2.1.4. The road shall at all times be properly graded, drained, graveled, and maintained by Operator from commencement of operations through final reclamation of the Well Pad(s) or termination of this Agreement. Further, Operator shall keep the Road Easement in good order, at all times free from litter and debris.

2.1.5. Permanent gates or cattle guards shall be installed at each point where the road intersects perimeter or cross fences. If Owner or Operator chooses to lock any gate on the road, keys shall be provided to the other party.

2.1.6. Operator shall abide by a 15 M.P.H. speed limit at all times on all roads.

2.1.7. Operator shall use the best available methods based on oilfield operations in the area, other than hard surfacing, to limit dust.

2.1.8. Owner shall have the right to relocate any road, provided that such relocation does not impose an undue burden on Operator. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than routine maintenance, shall be at Owner's expense.

2.1.9. The Road Easement conveyed by this Agreement shall not include a right of use by the public to other lands.

- 1.3. 2.1.10. Consideration. **As consideration for the grant of the Road Easement Operator shall pay Owner a one-time payment of \$62.00 per linear rod of Road Easement.** Payment shall be rendered upon commencement of construction of the road(s).

2.2. Pipeline Easement. Owner grants to Operator, its agents, employees, contractors, and subcontractors, a non-exclusive pipeline easement ("Pipeline Easement"), fifty (50) feet in width across the Property: (i) to the Well Pad(s); or (ii) in connection with a transportation pipeline or pipelines or both, to construct, maintain, inspect, and operate such pipeline or pipelines, and pigging facilities for: 1) transporting oil, gas, petroleum products, water, and any other substances recovered from oil and gas operations or production whether such substances are recovered from the Property under this Agreement or from lands outside the boundaries of the Property, including without limitation, third-party gas, and whether fluid or solid, any products and derivatives of any of those substances, and any combinations and mixtures of any of those substances; and 2) movement of water. Owner also grants to operator a license for the use of twenty (20) feet parallel to and adjoining one side of the Pipeline Easement as appropriate for temporary use during the initial installation of the pipelines.

2.2.1. Nothing in this subsection 2.2 shall be construed as granting Operator the right to place any facilities on the Property other than the pipeline, related pipeline equipment to be placed in the Pipeline Easement and compression facilities permitted under the terms of this Agreement.

- 1.1. 2.2.2. Consideration. **As consideration for the grant of the Pipeline Easement, Operator shall pay Owner a one-time payment of \$62.00 per linear rod of Pipeline Easement.** Payment shall be rendered upon commencement of construction of the pipeline(s).

2.2.3. Non-Interference with Road and/or Pipeline Easement and/or Well Pads. Owner shall not construct or permit construction within the boundaries of the Pipeline Easement and/or Road Easement and/or Well Pads, and Operator shall have the right to prevent the construction within the boundaries of the Pipeline Easement and/or Road Easement and/or Well Pads, and the right to remove therefrom, any and all houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. The Owner shall exercise its rights with respect to the Property in such a manner that (i) Operator's pipeline and appurtenant facilities located on the Pipeline Easement and/or Road Easement and/or Well Pads shall not be endangered, obstructed, injured or interfered with; (ii) Operator's access to the Pipeline Easement and/or Road Easement and/or Well Pads and its pipeline and appurtenant facilities located thereon are not interfered with; and (iii) Operator's use of the Pipeline Easement and/or Road Easement and/or Well Pads for the purpose set forth herein is not otherwise unreasonably interfered with. Additionally, Owner reserves the right to use and enjoy the Property, including rights related to farming and agricultural purposes, insofar as Owner's use and enjoyment does not hinder or interfere with Operator's rights hereunder. Owner also reserves the right to use and enjoy Road Easements constructed by Operator as stated herein insofar as Owner's use and enjoyment does not hinder or interfere with Operator's rights hereunder.

2.3. Easement Construction.

2.3.1 Operator shall use its best efforts to provide written notice to Owner at least 7 days prior to any construction or installation under this Section 2, with the exception of initial construction which may proceed immediately upon execution of this Agreement.

2.3.2 Operator shall bury all permanent gas pipelines placed within any pipeline easement at a depth not less than thirty six (36) inches, and shall install all such pipelines so that they can be detected using a commonly available metal detector.

2.3.3 Operator shall use its best efforts to immediately repair any roadway crossings and fences on or enclosing the Property that is damaged or temporarily taken down during any construction on or use of any pipeline easement.

2.3.4 Any rocks excavated by Operator that are too large (12" or greater) to be incorporated into fill shall be removed.

2.3.5 Operator shall provide Owner with "as-built" survey of all pipelines after construction. It shall be the Operator's responsibility to record necessary documents in Uintah County, and to provide the Owner with a copy of any recorded documents.

2.3.6 Operator shall not use any pipeline easement as a vehicle access point to lands adjacent to the Property. Unless otherwise agreed to by both parties, no gates shall be installed on any fences on or near the boundary lines of the Property.

2.3.7 During installation of any road or pipeline on the Property, and at all times thereafter, Operator shall minimize disruption of, and interference with, any ranching, agriculture, or other operations conducted on the Property now or in the future. No camping, recreating, hunting, or any other non-pipeline related activities are permissible at any time on the pipeline or road easements or the Property by Operator.

2.3.8 Within 120 days after installation of any pipeline, or any maintenance or repair of any pipeline that disturbs the surface of the Property, Operator shall restore any affected area to its approximate pre-disturbance topography and re-seed all such areas with appropriate native grasses or alfalfa for ground cover and erosion control as requested by Owner. Operator shall insure a naturally contoured surface over the pipeline easements.

2.4. Term of Grant. The pipeline and road easements granted herein shall continue until: (i) the termination of this Agreement in accordance with Section 8, or (ii) Operator's written surrender of the easement.

2.5. Evolution of Use. Operator's use of the easements shall be limited according to the terms of this Agreement, and the doctrine of "normal evolution of use" shall not apply to Operator's use of the easements.

3. **Weed Control.** Operator shall be responsible for controlling all noxious weeds on all areas of its operations.

3.1. Notification. If Operator locates, or Owner notifies Operator in writing of the location of, noxious weeds on any areas subject to this Section 3, Operator shall implement control procedures before the noxious weeds go to seed.

4. **Erosion Control.** Operator shall be responsible for controlling all erosion of soils at any Well Pad and easement, and on areas adjacent to the Property that is caused by the activities of Operator or its employees, contractors, sub-contractors, or agents. Such erosion control shall include, without limitation, recontouring, reseeding and re-vegetating such lands and restoring any reservoirs or waterways to their previous quality and capacity. Operator's responsibility for erosion control pursuant to this Section 4 shall be ongoing and shall continue even after termination of Operator's use of a Well Pad or easement, until (i) such time as Owner provides Operator with a written release of Operator's further obligation to control erosion on the Property, or (ii) one year has passed since the last Well was plugged and abandoned or the termination of the easement, as the case may be.

5. **Reclamation.**

5.1. Initial Reclamation. Within two (2) years after initial disturbance to a Well Pad, except for areas required for current operations such as roads, the wellhead(s), permanent facilities, water pits, and room for future workover operations, Operator shall restore all disturbed areas in accordance with this subsection 5.1. Such restoration shall commence immediately following completion of the Wells

and establishment of equipment on a Well Pad, the completion of a road, and/or the completion of a pipeline, as the case may be.

5.1.1. Operator shall remove all construction materials, in-fill pits and holes no longer necessary of the operation of the Well(s), and remove compaction from the soil in areas no longer necessary of the operation of the Well(s). The operational Well Pad shall be returned to the approximate original topography and seeded with appropriate native vegetation for ground cover and erosion control. Subsidence in any reclaimed area shall be corrected by adding additional topsoil. Crop lands shall be returned to grass or alfalfa, as requested by Owner, and sagebrush areas shall be planted with native grasses and vegetation that existed prior to disturbance.

5.1.2. Additional disturbance of native or previously reclaimed areas shall be minimized. If any subsequent disturbances of surface areas are undertaken at any time, the same reclamation and re-vegetation obligations shall apply. Recontouring shall not be required in areas that have been successfully reclaimed.

5.2. Final Reclamation. Final reclamation shall return the entire site to its original topography and vegetation, and shall be complete and successful within three (3) years after the last Well is plugged and abandoned. However, if at the end of the three (3) year period Operator has not completed a successful reclamation because of events beyond its control, Owner agrees to grant Operator in writing a reasonable extension of time to achieve a successful reclamation. Upon final termination of operations, Owner may request culverts and fencing to be left in place, in which case they shall thereafter belong to Owner.

6. **Water.** For all drilling, completion and Well Pad and road construction, Operator shall have the continuing ability to use any water located on the Property, except as otherwise expressly agreed in writing by Owner. The Owners needs of water for agricultural uses shall be senior to Operators needs of water, however, in the event of conflicting desires for use of water, the parties shall mutually agree as to the best use alternative. Operator shall take all necessary steps to prevent its operations from polluting any water well, water spring or other water source located on the Property.

7. **Hunting.** Operator will not allow any hunting to be conducted on the Property by its employees and contractors. No firearms will be allowed in any vehicle that is utilized by Operators employees or contractors.

8. **Termination.** This Agreement shall terminate upon completion of final reclamation of the final remaining Well Pad on the Property. No termination of this Agreement by Owner, Operator or otherwise shall relieve Operator of any obligation under this Agreement incurred or occurring prior to and through the date of termination, including Operator's liability for or obligation to perform any maintenance, reclamation, mitigation, corrective action, or expenditures required pursuant to common law or any federal, state or local statute, regulation, rule or ordinance. Upon termination of the rights granted under this Agreement, Operator shall execute and deliver to Owner, within thirty (30) days of written demand therefor, an acknowledgment that this Agreement has been terminated. If Operator fails or refuses to deliver that acknowledgment, a written notice by Owner reciting any such failure or refusal and that this Agreement is terminated shall, sixty (60) days after the date of recording of that notice, be conclusive evidence against Operator and all persons claiming under Operator of the termination of this Agreement.

9. **General Provisions.**

9.1. Consultation. Operator shall consult with Owner regarding all significant operations involving Operator's use of the Property. Operator shall notify Owner at least seven (7) days prior to beginning any work on the Property involving heavy equipment, including but not limited to drilling, excavating, and cutting roads or laying pipelines. All surveys and plans of development on the property are subject to change at Operators discretion. Operator shall use its best efforts to follow the surveys as staked, but shall have the right to amend its plans as needed. Owner will be paid according to what is built on the property.

9.2. Liability of Operator. Except for the damages covered by this Agreement, Operator shall be liable for any injury to persons, property, or livestock caused by or incident to the operations of Operator, its agents, employees, contractors, or subcontractors ("Operator Group") on the Property, or any extraordinary damages due to spills of materials, explosions, or any other harmful activity of Operator. If, through its operations, Operator causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced, or Operator shall promptly pay Owner for such damages at a price to be determined and agreed upon by Owner and Operator. Operator shall indemnify and hold harmless Owner from and against any and all past, present and future liability, damages, costs, expenses, fines, penalties and fees (including without limitation reasonable attorney and consultant fees) incurred by or asserted against Owner arising from or regarding or relating to the Operator Group's use of the Wells, Well Pad(s) or easements or any other rights granted by this Agreement. Such indemnification shall extend to and encompass, but shall not be limited to, all claims, demands, actions or other matters which arise under the common law or other laws designed to protect the environment and public health or welfare including, without limitation, the following laws (as amended) and any regulation promulgated under their authority: Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*); Clean Water Act (33 U.S.C. § 1251, *et seq.*); Clean Air Act (42 U.S.C. § 741, *et seq.*); National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*); Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*); Solid Waste Disposal Act (42 U.S.C. § 6901, *et seq.*); Toxic Substance Control Act (16 U.S.C. § 2601, *et seq.*); Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*); Occupational Safety and Health Act (29 U.S.C. § 651, *et seq.*); and any applicable state or local statutes, regulations or ordinances. Operator shall, at Owner's option, defend Owner or reimburse Owner as expenses are incurred for Owner's defense against any claims, demands, actions or other matters, whether brought or asserted by federal, state or local governmental bodies or officials, or by private persons, which are asserted pursuant to or brought under any such laws. All of Operator's obligations stated in this subsection 9.2 shall survive termination of this Agreement.

9.3. Regulations: No part of this Agreement shall be construed to relieve Operator from any or all UDOGM or regulations, present and future.

9.4. No Off-Site Substances. Operator shall not store or dispose of on the Property any soil, waste, or other substance generated off of the Property, except water to be used for fracing purposes or disposal services.

9.5. Prohibited Items and Activities. Operator shall not be permitted to have, or allow, firearms, crossbows, pets, alcohol, or illegal drugs on the Property. Personal and/or leisure activities are prohibited. No employees, contractors, subcontractors, agents, guests or invitees of Operator shall reside on the Property overnight, with the exception of personnel deemed critical to Well operations by the Operator.

9.6. Insurance. Operator shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, liability, and workmen's compensation insurance, and for any damages incurred on the Property.

9.7. Operator Liens. Operator shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Operator's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorney fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished.

9.8. No Warranty of Title. This Agreement is made subject to any and all existing easements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions, and defects in title affecting the Property. Owner does not in any way warrant or guarantee title to the Property.

9.9. Subrogation of Rights. Operator shall have the right to discharge or redeem for Owner, in whole or in part, any mortgage, tax, or other lien on the Property that could jeopardize Operator's rights under this Agreement, in which case Operator shall be subrogated to such rights of the party to

whom payment is made for purposes of securing and collecting the amounts paid on behalf of the Owner.

9.10. Waiver. The failure of either party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing.

9.11. Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, such notice shall be given by: (i) personal delivery, or (ii) United States first class mail, postage prepaid, addressed to the party entitled to receive the same at the address stated in the introductory paragraph; provided, however, that each party may change that party's mailing address by giving to the other party written notice of change of such address in the manner provided in this subsection. Mail shall be deemed to have been given, served and delivered upon the third delivery day following the date of the mailing; personal delivery shall be deemed to have been given, served and delivered upon receipt.

9.12. Authority. Operator represents and warrants that it has full authority to commit to this Agreement. Operator shall provide Owner with a copy of all leases, including pooling or communitization agreements, and spacing orders, under which it is operating on the Property.

9.13. Survival of Obligations. All obligations, indemnifications, duties, and liabilities undertaken by Operator under this Agreement shall survive the termination of this Agreement.

9.14. Merger of Prior Agreements. This Agreement and the Lease contain the sole and entire agreement and understanding of the parties with respect to the entire subject matter on the Property. All prior discussions, negotiations, commitments, agreements, and understandings relating to the subjects of this Agreement on the Property, and the Lease are merged into them. In the event of any conflict between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

9.15. Amendments. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.

9.16. Assignment. This Agreement is assignable by the parties.

9.17. Applicable Law and Attorney Fees. This Agreement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Utah, by the District Court of Uintah County, Utah. In the event of a dispute involving or related to any term or condition of this Agreement, the non-breaching party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

9.18. Heirs, Successors and Assigns. Subject to any limitations on assignment provided in this Agreement, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

9.19. Counterpart Signatures. This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

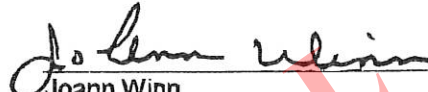
9.20 Disturbance to Agricultural crop land: Operator agrees to pay Owner a total of \$201,829.00 for disturbance to agricultural crop land. This money will serve as compensation for the areas outlined in "Exhibit A" attached and made in whole a part of. Said payment will be Operator's sole and final payment to Owner for damages incurred other than payments for Wellbore, Pipeline and Road Payments outlined in this Surface Use Agreement. No additional payments will be made after construction and/or development.

9.21 Road: Operator agrees to move the portion of the road connecting the Winn 1-15-3-1E pad and the Winn 7-15-3-1E pad to the western sides of those pads respectively, terrain permitting.

9.22: Operator shall pay Owner \$100,000.00 within 30 days of signing this contract, and \$152,781.22 by January 15th, 2015. This payment will be for the disturbance to the agricultural crop land as described above, and for the compensation associated with the building of the Winn 1-15-3-1E pad.

OWNER: *'With Change of Language'*


Richard Samuel Winn

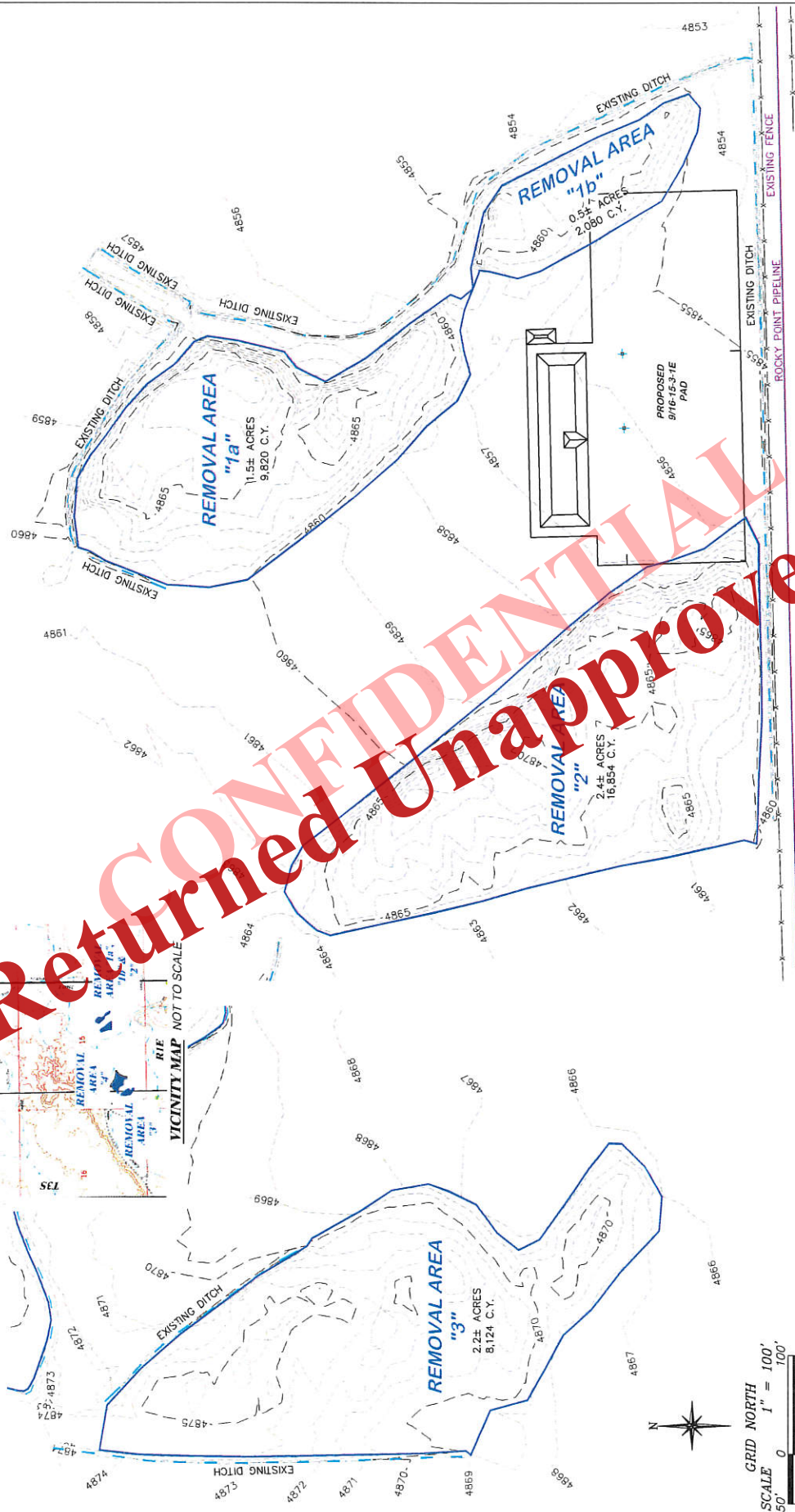
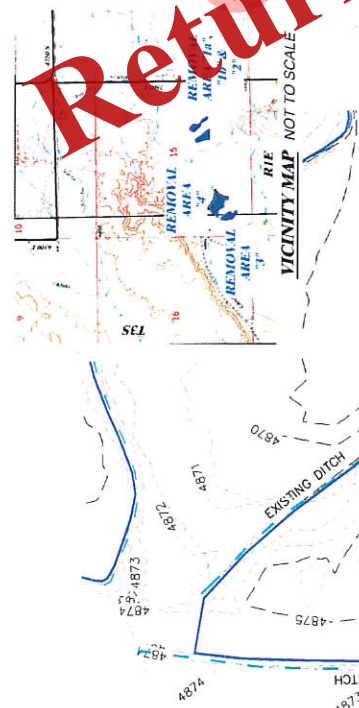
 11-12-14
Joann Winn

OPERATOR:
Crescent Point Energy U.S. Corp.

By: _____
Anthony Baldwin
Manager of Land and Business Development

CONFIDENTIAL
Returned Unapproved

SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 EAST, of the U.S.M.



MOUND	AREA	CUBIC YARDS
"1a"	11.5± ACRES	9,820
"1b"	0.5± ACRES	2,080
"2"	2.4± ACRES	16,854
"3"	2.2± ACRES	8,124
"4"	5.4± ACRES	14,995
TOTAL	12.0± ACRES	51,848

GRID NORTH
SCALE 0 1" = 100'
50' 100'

STATE OF UTAH
COUNTY OF UTAH
APPARENT OWNERSHIP:
WINN RICHARD S AND JOANN

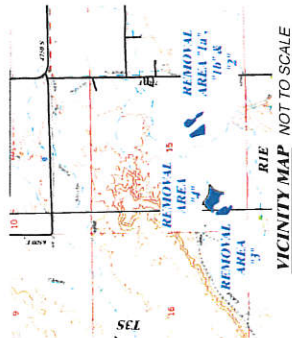
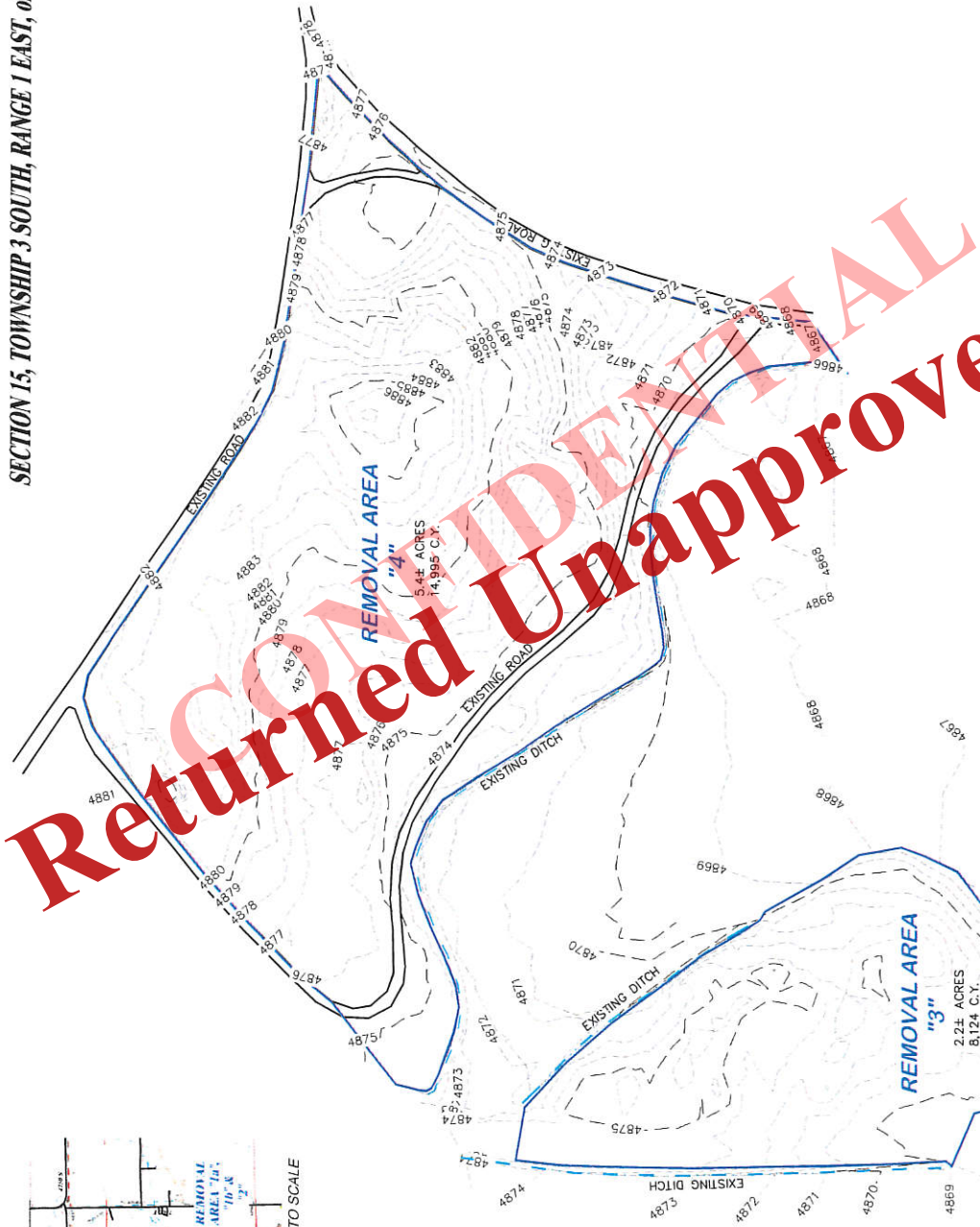
DRG RIFFIN & ASSOCIATES, INC.
(807) 362-5028

DRAWN: 3/24/14 - DEH
REVISED: 5/21/14 - DEH
CHANGED AREA NAMES

SCALE: 1" = 100'
DRG JOB No. 20493
EXHIBIT A - PAGE 1 OF 2

**TOPOGRAPHIC VOLUME SURVEY FOR
CRESCENT POINT ENERGY
RICHARD S. WINN AND
JOANN WINN LANDS
SECTION 15, T3S, R1E, U.S.M.,
UINTAH COUNTY, UTAH**

SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 EAST, of the U.S.M.



GROUND	AREA	CUBIC YARDS
"1c"	1.5± ACRES	9,820
"1b"	0.5± ACRES	2,080
"2"	2.4± ACRES	16,854
"3"	2.2± ACRES	8,124
"4"	5.4± ACRES	14,995
TOTAL	12.0± ACRES	51,848

DRG RIFFIN ASSOCIATES, INC.
(307) 562-5028
1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 3/21/14 - DEH
REVISED: 5/21/14 - DEH
CHANGED AREA NAMES
SCALE: 1" = 100'
DRG JOB No. 20493
EXHIBIT A - PAGE 2 OF 2

TOPOGRAPHIC VOLUME SURVEY FOR
CRESCENT POINT ENERGY
RICHARD S. WINN AND
JOANN WINN LANDS
SECTION 15, T.3S., R.1E., U.S.M.,
UINTAH COUNTY, UTAH

GRID NORTH
SCALE 1" = 100'
50' 0 100'
STATE OF UTAH
COUNTY OF UTAH
APPARENT OWNERSHIP:
WINN RICHARD S AND JOANN

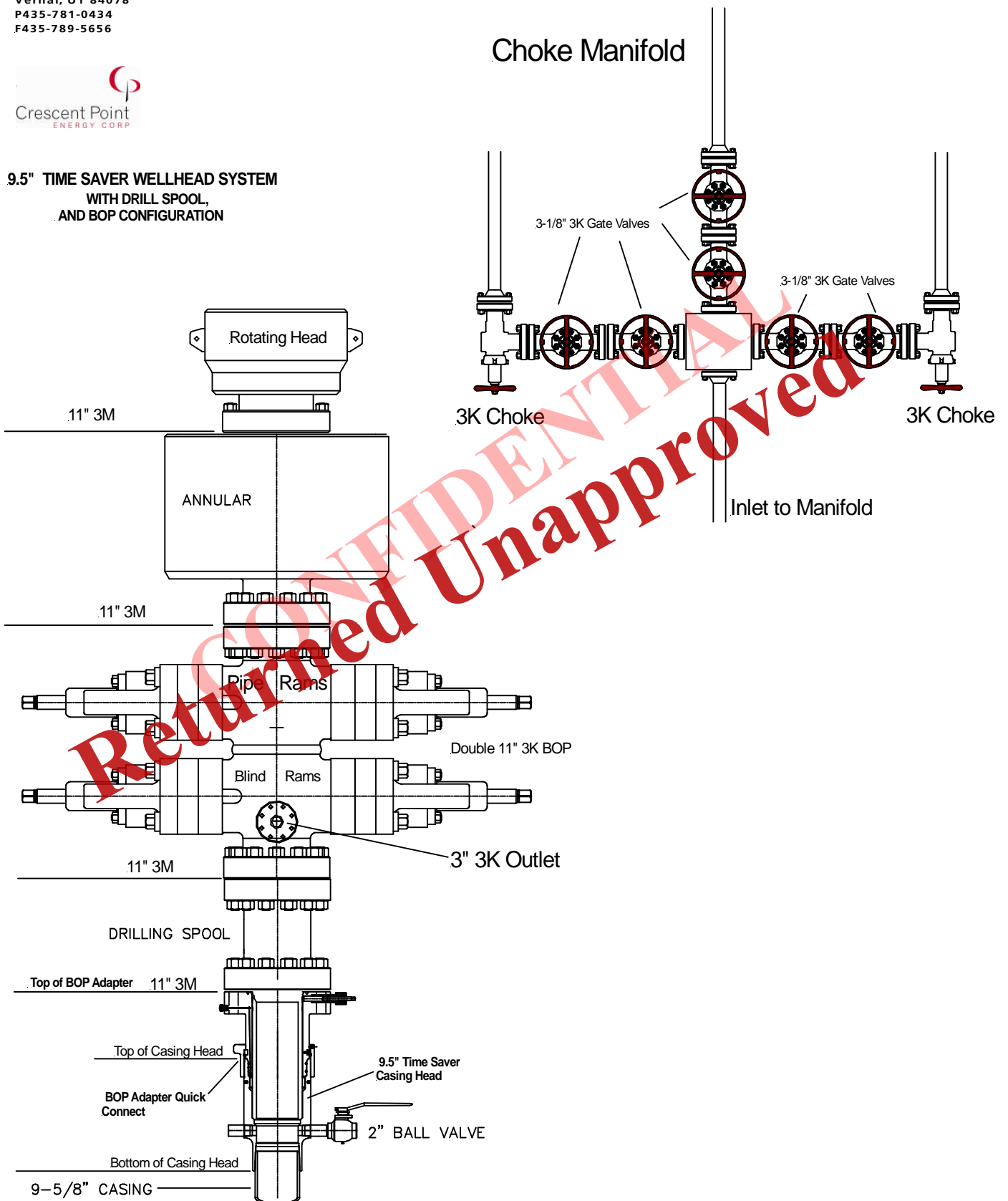


519 E. 300 S.
Vernal, UT 84078
P435-781-0434
F435-789-5656

Oct, 18, 2013



**9.5" TIME SAVER WELLHEAD SYSTEM
WITH DRILL SPOOL,
AND BOP CONFIGURATION**



Received: July 23, 2015

July 7, 2015

State of Utah
Division of Oil, Gas and Mining
ATTN: Brad Hill
1594 West North Temple
Salt Lake City, UT 84116

**RE: Exception Location Request
Winn 5-14-3-1E
Township 3 South, Range 1 East, USM
Section 14: SWNW
Uintah County, Utah**

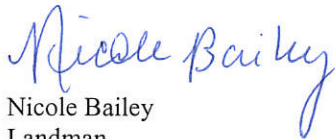
Dear Ms. Krenek:

The surface location of Crescent Point Energy U.S. Corp's ("Crescent Point") captioned well falls outside the legal drilling window as required by the State of Utah's default well siting rule R649-3-2. In accordance with R649-3-11, Crescent Point intends to drill the well directionally from a surface location of 2211' FSL & 1155' FWL to a legal bottom hole location. The well will only be perforated and produced from the portion of the wellbore that falls within the legal 400' square window located in the SWNW of Section 14, T3S-R1E. A copy of the survey plat is attached hereto for your reference.

CPE has received written consent from all owners within a 460' radius along all points of the proposed wellbore.

Due to these circumstances, CPE respectfully requests that DOGM administratively grant an exception location and the directional drilling for this Well. If you have any questions or require further information, please do not hesitate to contact the undersigned at 720-880-3625 or by email at nbailey@crescentpointenergy.com. Your consideration of this matter is greatly appreciated.

Sincerely,


Nicole Bailey
Landman

Received: July 23, 2015



main / 720.880.3610
fax / 303.292.1562
toll free / 1.888.693.0020
555 17th Street, Suite 1800
Denver, Colorado
USA 80202

July 1, 2015

Broughton Petroleum Corporation
Attn: Lois Krenak
PO Box 1389
Sealy, TX 77474

RE: Exception Location Request
Winn 5-14-3-1E
Township 3 South, Range 1 East, USM
Section 14: SWNW
Uintah County, Utah

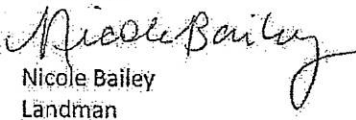
Dear Ms. Krenak:

The surface location of Crescent Point Energy U.S. Corp's ("Crescent Point") captioned well falls outside the legal drilling window as required by the State of Utah's default well siting rule R649-3-2. In accordance with R649-3-11, Crescent Point intends to drill the well directionally from a surface location of 2211' FSL & 1155' FWL to a legal bottom hole location. The well will only be perforated and produced from the portion of the wellbore that falls within the legal 400' square window located in the SWNW of Section 14, T3S-R1E. A copy of the survey plat is attached hereto for your reference.

Broughton Petroleum Corporation owns an interest in the wellbore.

Due to these circumstances, Crescent Point respectfully requests your consent to the above described exception location. If you are in agreement, please verify your consent by signing and dating in the space provided on the second page and return to my attention at nbailey@crescentpointenergy.com. You may also reach me with any questions at (720) 880-3625. Your timely consideration is greatly appreciated.

Sincerely,


Nicole Bailey
Landman

Please be advised that Broughton Petroleum Corporation does not have an objection to the directional drilling or exception location of the Winn 5-14-3-1E.


By
CHERYL L. MELLENTHIN President

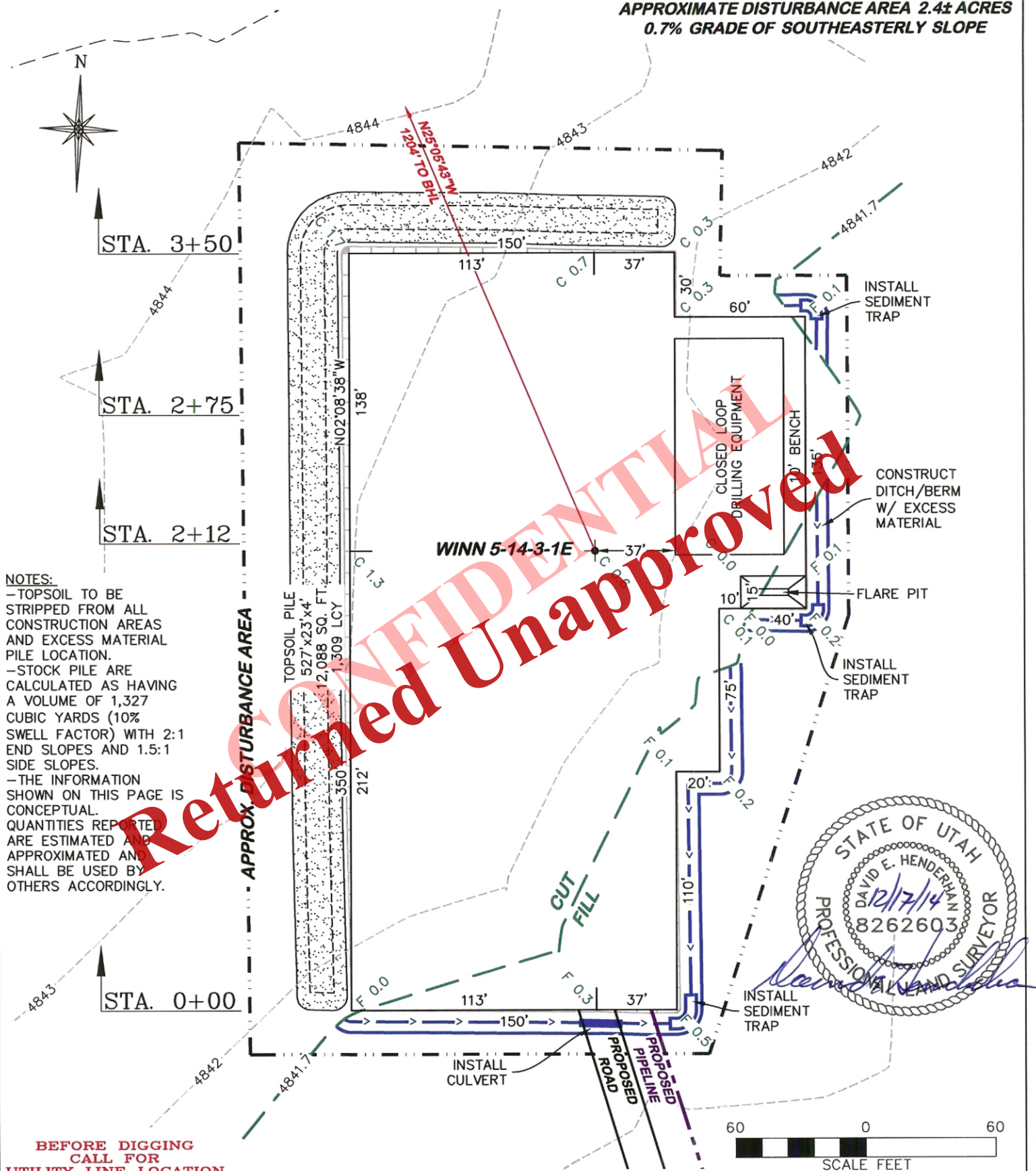
Name & Title

Date

7-3-15

Received: July 23, 2015

APPROXIMATE DISTURBANCE AREA 2.4± ACRES
0.7% GRADE OF SOUTHEASTERLY SLOPE

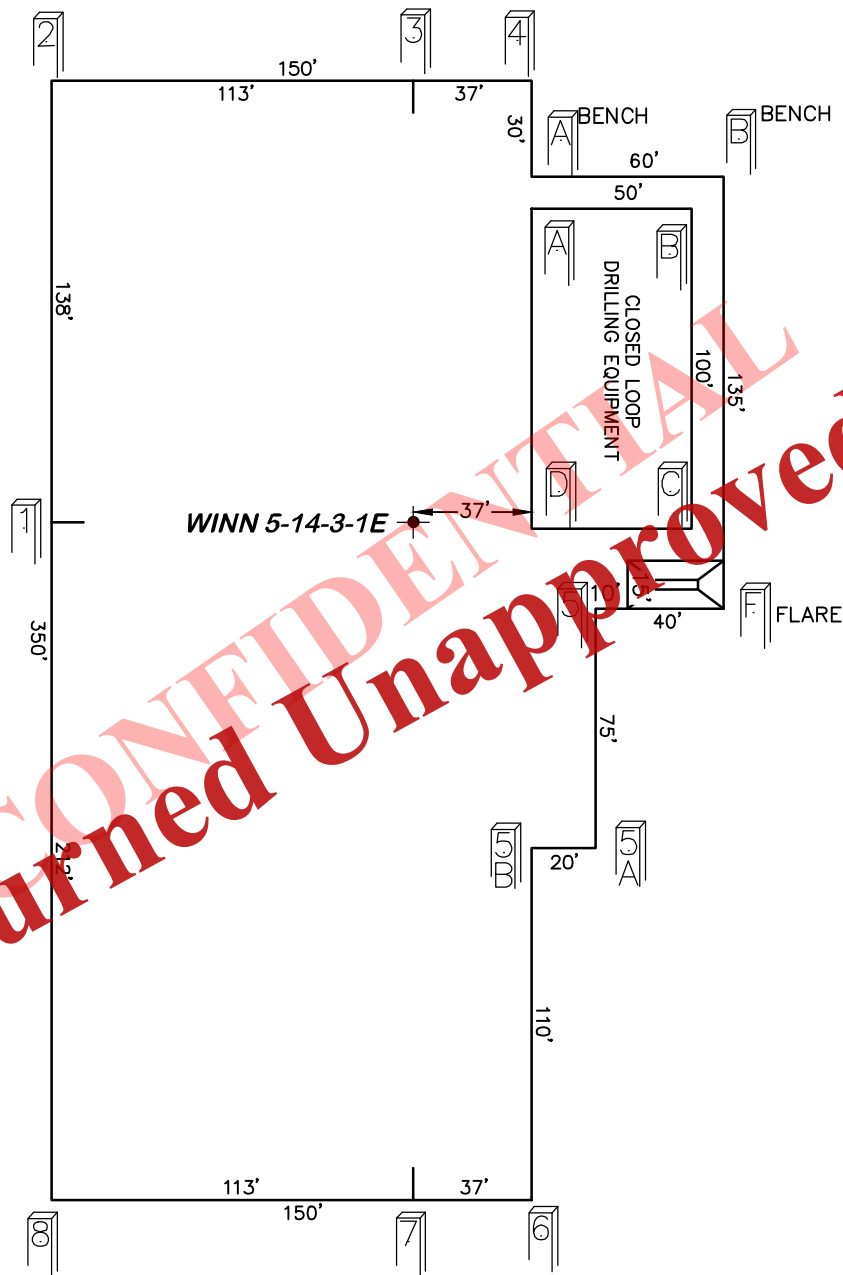


DRG RIFFIN & ASSOCIATES, INC. (307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901	
DRAWN: 12/8/2014 - TCM	SCALE: 1" = 60'
REVISED: 12/15/2014 - TCM	DRG JOB No. 20422
REVISED PAD	FIGURE 1

CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T.3 S., R.1 E.

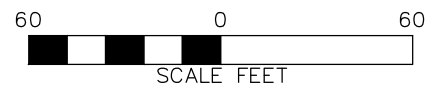
UNGRADED ELEVATION: 4842.3'
 FINISHED ELEVATION: 4841.7'

Received: July 23, 2015



**BEFORE DIGGING
CALL FOR
UTILITY LINE LOCATION**

NOTE: THE INFORMATION SHOWN
ON THIS PAGE IS CONCEPTUAL.
QUANTITIES REPORTED ARE
ESTIMATED AND APPROXIMATED
AND SHALL BE USED BY OTHERS
ACCORDINGLY.



DRG **RIFFIN & ASSOCIATES, INC.**
(307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 12/8/2014 - TCM

SCALE: 1" = 60'

REVISED: 12/15/2014 - TCM

DRG JOB No. 20422

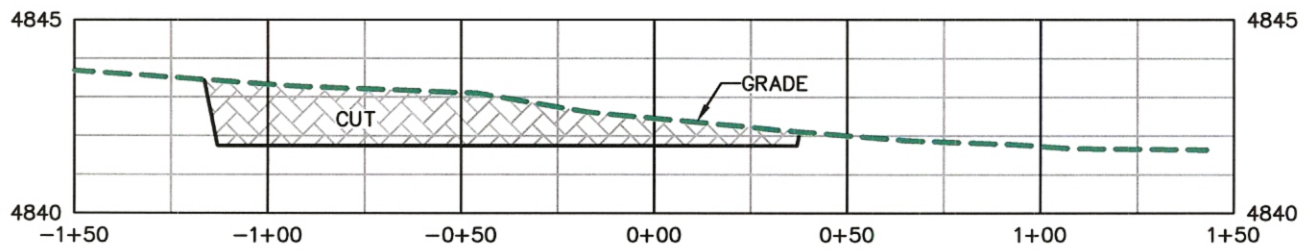
REVISED PAD

FIGURE 1A

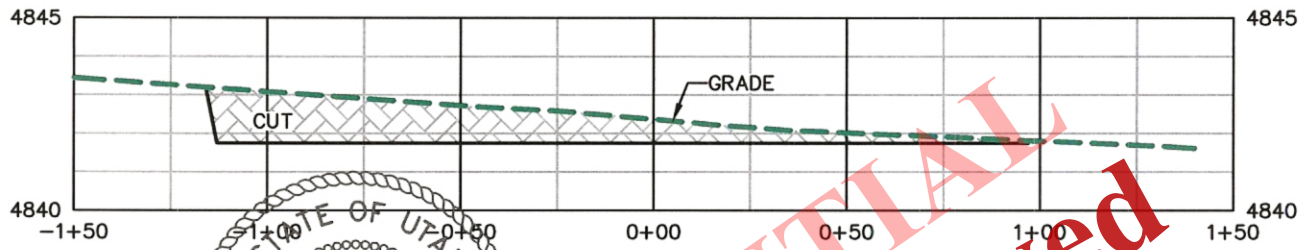
PAD LAYOUT
CRESCENT POINT ENERGY
WINN 5-14-3-1E
SECTION 14, T. 3 S., R. 1 E.

UNGRADED ELEVATION: 4842.3'
FINISHED ELEVATION: 4841.7'

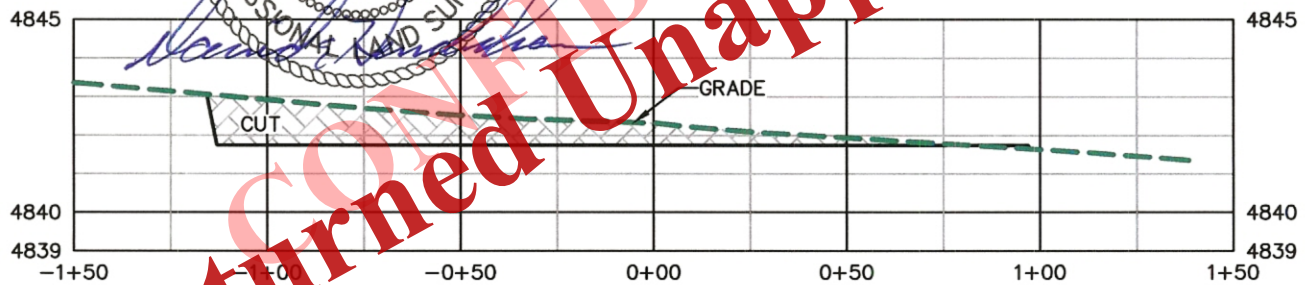
Received: July 23, 2015



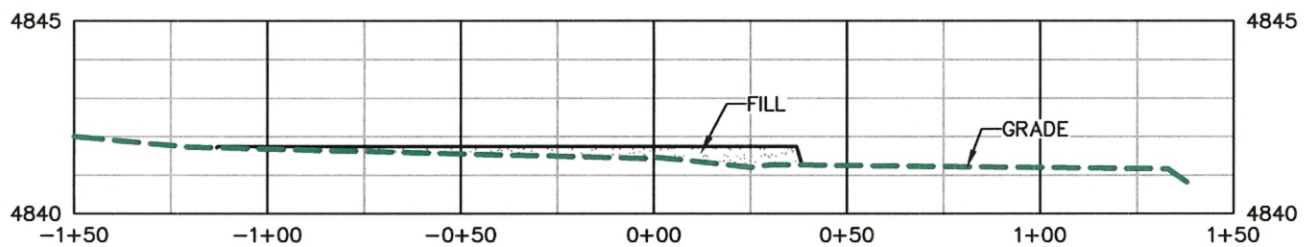
3+50



2+75



2+12



0+00

DRG RIFFIN & ASSOCIATES, INC.
 (307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901

**CRESCENT POINT ENERGY
 WINN 5-14-3-1E
 SECTION 14, T.3 S., R.1 E.**

DRAWN: 12/8/2014 - TCM

SCALE: HORZ 1" = 50' VERT 1" = 5'

REVISED: 12/15/2014 - TCM

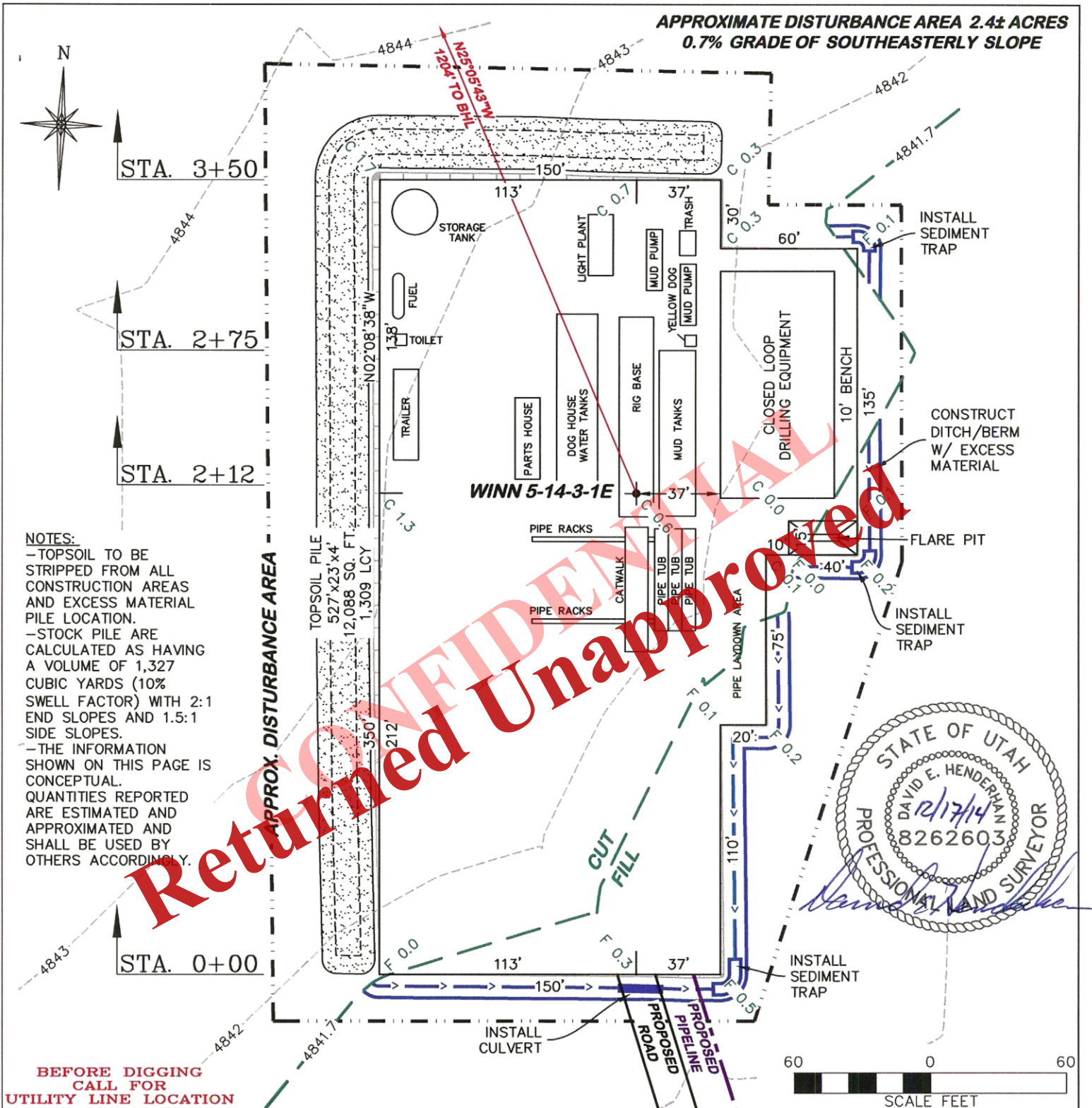
DRG JOB No. 20422

REVISED PAD

FIGURE 2

UNGRADED ELEVATION: 4842.3'
 FINISHED ELEVATION: 4841.7'

Received: July 23, 2015

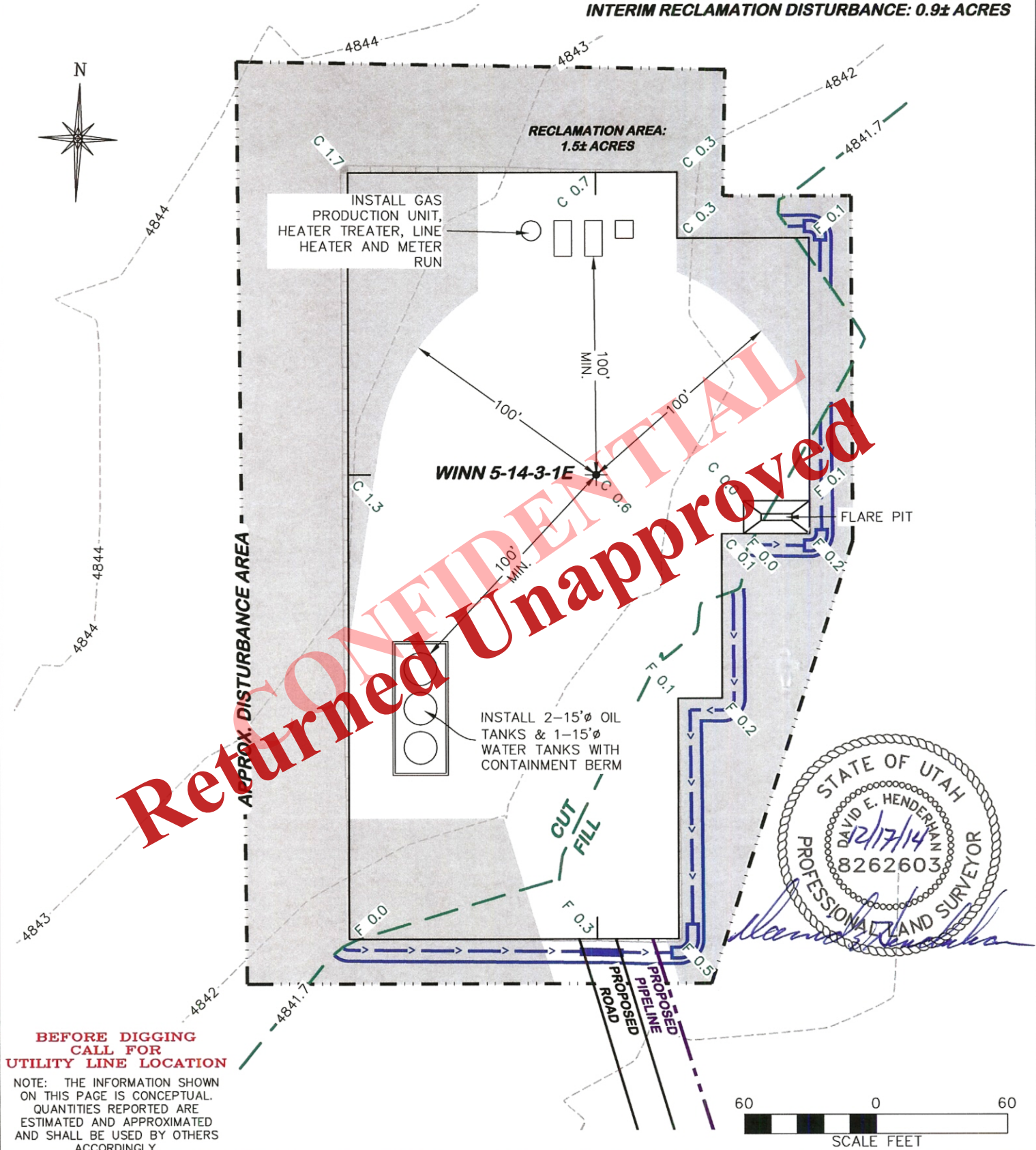


ESTIMATED EARTHWORK BANK					ESTIMATED EARTHWORK LOOSE (10% SWELL)				
ITEM	TOPSOIL	CUT	FILL	EXCESS	ITEM	TOPSOIL	CUT	FILL	EXCESS
PAD	1,190 BCY	65 BCY	54 BCY	11 BCY	PAD	1,309 LCY	71 LCY	54 LCY	17 LCY
PIT		NONE		NONE	PIT		NONE		NONE
TOTALS	1,190 BCY	65 BCY	54 BCY	11 BCY	TOTALS	1,309 LCY	71 LCY	54 LCY	17 LCY

 DRG RIFFIN & ASSOCIATES, INC. 1414 ELK ST., ROCK SPRINGS, WY 82901 (307) 362-5028		CRESCENT POINT ENERGY WINN 5-14-3-1E SECTION 14, T.3 S., R.1 E. UNGRADED ELEVATION: 4842.3' FINISHED ELEVATION: 4841.7'	
DRAWN: 12/8/2014 - TCM		SCALE: 1" = 60'	
REVISED: 12/15/2014 - TCM		DRG JOB No. 20422	
REVISED PAD		FIGURE 3	

Received: July 23, 2015

APPROXIMATE DISTURBANCE AREA 2.4± ACRES
 PROPOSED RECLAMATION AREA: 1.5± ACRES
 INTERIM RECLAMATION DISTURBANCE: 0.9± ACRES

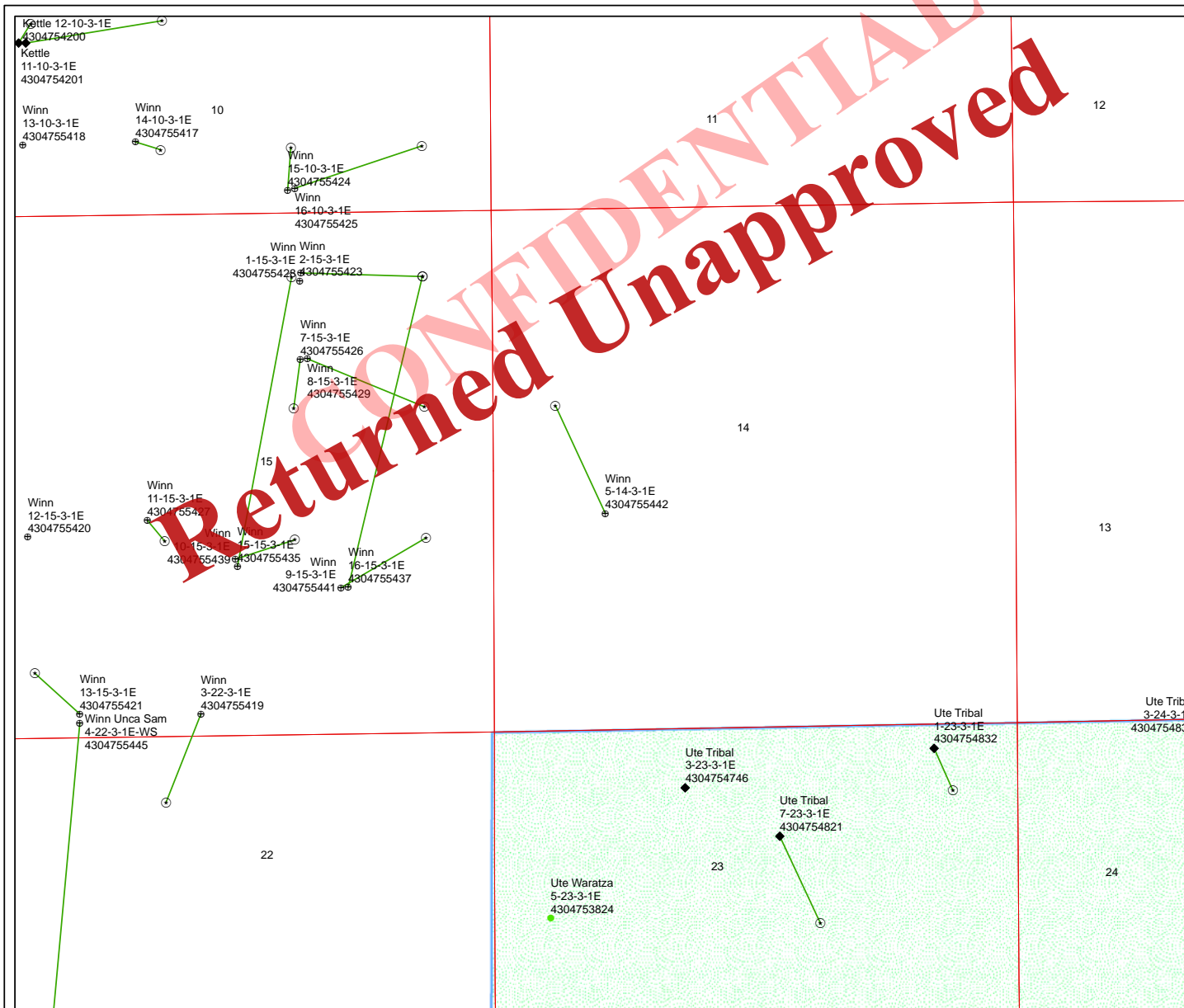


**BEFORE DIGGING
 CALL FOR
 UTILITY LINE LOCATION**

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 AND SHALL BE USED BY OTHERS
 ACCORDINGLY.

DRG RIFFIN & ASSOCIATES, INC. (307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901		PROPOSED INTERIM RECLAMATION CRESCENT POINT ENERGY WINN 5-14-3-1E SECTION 14, T.3 S., R.1 E.	
DRAWN: 12/8/2014 - TCM	SCALE: 1" = 60'	UNGRADED ELEVATION: 4842.3' FINISHED ELEVATION: 4841.7'	
REVISED: 12/15/2014 - TCM	DRG JOB No. 20422		
REVISED PAD	FIGURE 4		

Received: July 23, 2015



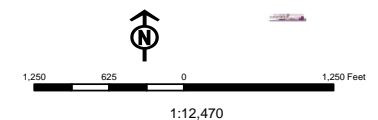
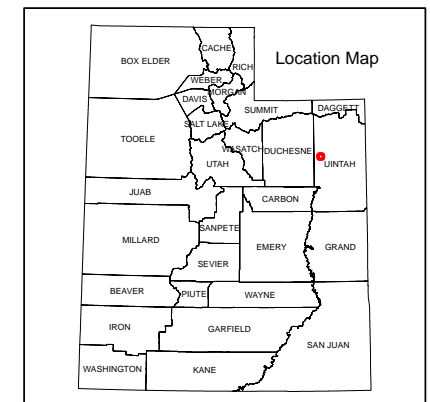
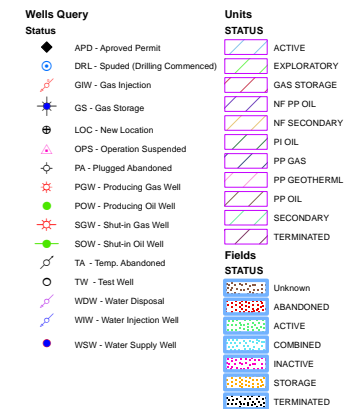
API Number: 4304755442

Well Name: Winn 5-14-3-1E

Township: T03.0S Range: R01.0E Section: 14 Meridian: U

Operator: CRESCENT POINT ENERGY U.S. CORP

Map Prepared: 8/6/2015
Map Produced by Diana Mason



Well Name	CRESCENT POINT ENERGY U.S. CORP Winn 5-14-3-1E 43047554420			
String	COND	SURF	PROD	
Casing Size(in)	16.000	8.625	5.500	
Setting Depth (TVD)	40	1000	9215	
Previous Shoe Setting Depth (TVD)	0	40	1000	
Max Mud Weight (ppg)	8.3	8.3	10.0	
BOPE Proposed (psi)	0	500	3000	
Casing Internal Yield (psi)	0	2950	7740	
Operators Max Anticipated Pressure (psi)	4792		10.0	

Calculations	COND String	16.000	"
Max BHP (psi)	.052*Setting Depth*MW=	17	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	12	NO
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	8	NO
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	8	NO
Required Casing/BOPE Test Pressure=		0	psi
*Max Pressure Allowed @ Previous Casing Shoe=		0	psi *Assumes 1psi/ft frac gradient

Calculations	SURF String	8.625	"
Max BHP (psi)	.052*Setting Depth*MW=	432	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	312	YES diverter
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	272	YES OK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	221	NO OK
Required Casing/BOPE Test Pressure=		1000	psi
*Max Pressure Allowed @ Previous Casing Shoe=		0	psi *Assumes 1psi/ft frac gradient

Calculations	PROD String	5.500	"
Max BHP (psi)	.052*Setting Depth*MW=	4792	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	3686	NO 3M rams, annular
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	2765	YES OK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	2985	NO OK
Required Casing/BOPE Test Pressure=		3000	psi
*Max Pressure Allowed @ Previous Casing Shoe=		1000	psi *Assumes 1psi/ft frac gradient

Calculations	String		"
Max BHP (psi)	.052*Setting Depth*MW=		
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=		NO
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=		NO
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=		NO
Required Casing/BOPE Test Pressure=			psi
*Max Pressure Allowed @ Previous Casing Shoe=			psi *Assumes 1psi/ft frac gradient

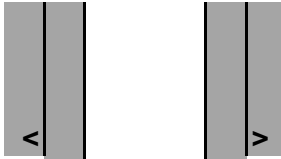
CRESCENT POINT ENERGY U.S. CORP

Winn 5-14-3-1E

43047554420000

Formation Depth (MD)

UINTA 0



8.625 " Casing

1000 ' MD

1000 ' TVD

Surface ' TOC

1000 ' Tail

17 % Washout

12.25 " Hole

BMSW 2400

GRRV 4733

MHGNY 5369

TGR3 6513

DGLSCRK 7363

BLCKSHL 7799

CSTLPK 7981

UTLND 8232

WSTCH 8390

5.5 " Casing

9390 ' MD

9215 ' TVD

Surface ' TOC

4697 ' Tail

3.7 % Washout

7.875 " Hole

3320 'FSL

1981 'FNL

684 'FWL

Calc. BHL

No WDW, WIW

DOGM Casing/Cement Review 8/18/2015

Received: August 20, 2015

CRESCENT POINT ENERGY U.S. CORP
Winn 5-14-3-1E
43047554420000

8.625 " Casing	MASP	Collapse Strength (psi)	Collapse Load (psi)	Collapse DF	Burst Strength (psi)	Burst Load (psi)	Burst DF	Tension Strength (kips)	Tension DF	Neutral Point (ft)	Tension Air (kips)	Tension Buoyed (kips)
	311	1370	431	3.18	2950	1000	2.95	344	10.17	873	24.0	21.0
	MW (ppg)	Internal Grad. (psi)	Backup Mud (ppg)	Internal Mud (ppg)	Max Shoe Pressure (psi)*	CSG Wt (lbs/ft)	CSG Grade	CSG Collar	Cement Lead (sx)	Lead Yield	Cement Tail (sx)	Tail Yield
	8.3	0.12			2980	29.0	J-55	STC	630	1.15		
5.5 " Casing	MASP	Collapse Strength (psi)	Collapse Load (psi)	Collapse DF	Burst Strength (psi)	Burst Load (psi)	Burst DF	Tension Strength (kips)	Tension DF	Neutral Point (ft)	Tension Air (kips)	Tension Buoyed (kips)
	2760	6390	4087	1.33	7740	4787	1.62	348	2.56	7806	159.6	135.9
	MW (ppg)	Internal Grad. (psi)	Backup Mud (ppg)	Internal Mud (ppg)	Max Shoe Pressure (psi)*	CSG Wt (lbs/ft)	CSG Grade	CSG Collar	Cement Lead (sx)	Lead Yield	Cement Tail (sx)	Tail Yield
	10.0	0.22			4787	17.0	N-80	LTC	425	2.35	530	1.76



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

January 28, 2016

CRESCENT POINT ENERGY U.S.
CORP
555 17th Street, Suite 750
Denver, CO 80202

Re: Application for Permit to Drill - UINTAH County, Utah

Ladies and Gentlemen:

The Application for Permit to Drill (APD) for the Winn 5-14-3-1E well, API 43047554420000 that was submitted July 23, 2015 is being returned unapproved. If you plan on drilling this well in the future, you must first submit a new application.

Should you have any questions regarding this matter, please call me at (801) 538-5312.

Sincerely,

Diana Mason
Environmental Scientist

Enclosure

cc: Bureau of Land Management, Vernal, Utah



